

# CHIPPEWA COUNTY

## EXECUTIVE COMMITTEE

### REGULAR MEETING

JULY 1, 2025

CHIPPEWA COUNTY COURTHOUSE, RM 302

4:00 PM

#### 1. CALL TO ORDER

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

#### 2. ROLL CALL

| Attendee Name  | Organization    | Title                  | Status  | Arrived |
|----------------|-----------------|------------------------|---------|---------|
| Chuck Hull     | Chippewa County | District 19, Chair     | Present |         |
| Jason Bergeron | Chippewa County | District 7, Vice-Chair | Present |         |
| Peter Gehring  | Chippewa County | District 4             | Present |         |
| Charles Bomar  | Chippewa County | District 12            | Present |         |
| Joel Seidlitz  | Chippewa County | District 9             | Present |         |

Others Present: Andy Albarado, Traci Bremness, Todd Pauls, Deb Blevins, Leah Simington, Toni Hohlfelder, Doug Clary

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

#### 4. CONSENT AGENDA

|                  |                                        |
|------------------|----------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [4 TO 0]</b>               |
| <b>MOVER:</b>    | Jason Bergeron, District 7, Vice-Chair |
| <b>SECONDER:</b> | Charles Bomar, District 12             |
| <b>AYES:</b>     | Hull, Bergeron, Bomar, Seidlitz        |
| <b>RECUSED:</b>  | Gehring                                |

1. Approve the Agenda

2. Approve the Minutes

Executive Committee - Regular Meeting - Jun 17, 2025 4:00 PM

3. Schedule Next Meeting Date - July 15, 2025

#### 5. REPORTS

#### 6. BUSINESS ITEMS

- Resolution to Allow Supplemental Claims of Motorist Commercial Mutual Insurance Company on Behalf of Dorn Construction LLC and Jon Dorn – Deb Blevins  
Blevins gave an overview and explained it is the recommendation of WMMIC, our liability insurance carrier, that we allow this claim.

# Executive Committee

Minutes  
Regular Meeting

Chippewa County Courthouse, Rm 302

July 1, 2025  
4:00 PM

|                  |                                          |
|------------------|------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>              |
| <b>MOVER:</b>    | Charles Bomar, District 12               |
| <b>SECONDER:</b> | Joel Seidlitz, District 9                |
| <b>AYES:</b>     | Hull, Bergeron, Gehring, Bomar, Seidlitz |

2. Resolution to Disallow Claim of OptumRx, Inc. – Deb Blevins  
Blevins gave an overview and explained it is the recommendation of WMMIC, our liability insurance carrier, that we disallow this claim.

|                  |                                            |                               |
|------------------|--------------------------------------------|-------------------------------|
| <b>RESULT:</b>   | <b>FORWARD TO COUNTY BOARD [UNANIMOUS]</b> | <b>Next: 7/8/2025 6:00 PM</b> |
| <b>MOVER:</b>    | Peter Gehring, District 4                  |                               |
| <b>SECONDER:</b> | Jason Bergeron, District 7, Vice-Chair     |                               |
| <b>AYES:</b>     | Hull, Bergeron, Gehring, Bomar, Seidlitz   |                               |

3. Resolution to Disallow Second Claim of Richard Hodsdon - Deb Blevins/Todd Pauls  
Blevins gave an overview and explained it is the recommendation of WMMIC, our liability insurance carrier, that we disallow this claim.

|                  |                                            |                               |
|------------------|--------------------------------------------|-------------------------------|
| <b>RESULT:</b>   | <b>FORWARD TO COUNTY BOARD [UNANIMOUS]</b> | <b>Next: 7/8/2025 6:00 PM</b> |
| <b>MOVER:</b>    | Charles Bomar, District 12                 |                               |
| <b>SECONDER:</b> | Jason Bergeron, District 7, Vice-Chair     |                               |
| <b>AYES:</b>     | Hull, Bergeron, Gehring, Bomar, Seidlitz   |                               |

4. Resolution to Approve a Mid-Year Request to Create a Full-Time Building Inspector Position in the Department of Planning and Zoning – Andy Albarado/Doug Clary  
Albarado explained that we currently have one inspector who plans to retire at the end of the year. This request for a second position will allow for some cross over to help train them. When the current employee retires, the intent is to fill that position as well so we would then have two permanent employees. This will be paid for by permit fees. There is no tax levy used to fund this position.

Clary explained that we average about 200 houses per year based off the number of sanitary permits that are issued. Each permit requires between 10-14 inspections. The other time-consuming task for their department is the number of individuals trying to convert sheds into houses and living quarters. A separate resolution is going to the committee and County Board for consideration to increase the fees for the department because they haven't been adjusted since 2018 and this will also help to fund this new position in 2026. This new employee will need to have credentials in four areas including: construction, HVAC, electrical and plumbing.

Seidlitz supports having the new person train with the current employee before they retire but he doesn't support having two permanent positions. He believes the community is already taxed with enough fees, as well as the increase in everything else including the wheel tax. He doesn't want to chase people out of this county.

# Executive Committee

Minutes  
Regular Meeting

Chippewa County Courthouse, Rm 302

July 1, 2025  
4:00 PM

|                  |                                         |                               |
|------------------|-----------------------------------------|-------------------------------|
| <b>RESULT:</b>   | <b>FORWARD TO COUNTY BOARD [4 TO 1]</b> | <b>Next: 7/8/2025 6:00 PM</b> |
| <b>MOVER:</b>    | Jason Bergeron, District 7, Vice-Chair  |                               |
| <b>SECONDER:</b> | Peter Gehring, District 4               |                               |
| <b>AYES:</b>     | Hull, Bergeron, Gehring, Bomar          |                               |
| <b>NAYS:</b>     | Seidlitz                                |                               |

## 7. UPDATES, ANNOUNCEMENTS, AND CORRESPONDENCE

### A. County Board Chair Report

1. Update on District 5 and District 20 County Board Supervisor Vacancies - Chuck Hull  
Hull reported we received two applicants for the District 20 vacancy. The recommendation is to appoint James Meinen. This will go to the County Board in July for confirmation.

Hull also reported that we received four applicants for the District 5 vacancy. The goal is to bring a recommendation to the August County Board meeting for confirmation.

|                |                 |                               |
|----------------|-----------------|-------------------------------|
| <b>RESULT:</b> | <b>REVIEWED</b> | <b>Next: 7/8/2025 6:00 PM</b> |
|----------------|-----------------|-------------------------------|

### B. County Administrator Operation Report

1. Update on National Opioid Settlements - Andy Albarado  
Albarado gave an update on the latest opioid settlement.

|                |                  |
|----------------|------------------|
| <b>RESULT:</b> | <b>DISCUSSED</b> |
|----------------|------------------|

## 8. AGENDA ITEMS FOR FUTURE CONSIDERATION

## 9. ADJOURN

The meeting adjourned at 4:46 p.m.

|                  |                                          |
|------------------|------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>              |
| <b>MOVER:</b>    | Joel Seidlitz, District 9                |
| <b>SECONDER:</b> | Jason Bergeron, District 7, Vice-Chair   |
| <b>AYES:</b>     | Hull, Bergeron, Gehring, Bomar, Seidlitz |

# CHIPPEWA COUNTY

## EXECUTIVE COMMITTEE

### REGULAR MEETING

JUNE 17, 2025

CHIPPEWA COUNTY COURTHOUSE, RM 302

4:00 PM

#### 1. CALL TO ORDER

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

#### 2. ROLL CALL

| Attendee Name  | Organization    | Title                  | Status  | Arrived |
|----------------|-----------------|------------------------|---------|---------|
| Chuck Hull     | Chippewa County | District 19, Chair     | Present |         |
| Jason Bergeron | Chippewa County | District 7, Vice-Chair | Present |         |
| Peter Gehring  | Chippewa County | District 4             | Present |         |
| Charles Bomar  | Chippewa County | District 12            | Excused |         |
| Joel Seidlitz  | Chippewa County | District 9             | Present |         |

Others Present: Andy Albarado, Traci Bremness, Deb Blevins, Todd Pauls, Toni Hohlfelder, Jessica Stauber, Nikki Anderson, Anne Sadowska, Sid Sczygelski, Jessica Stauber, Jason Troxell, Andy Bauer, Brad Hentschel, Allyson Wisniewski, Jennifer Steinmetz, Todd Pauls

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

#### 4. CONSENT AGENDA

|                  |                                        |
|------------------|----------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>            |
| <b>MOVER:</b>    | Peter Gehring, District 4              |
| <b>SECONDER:</b> | Jason Bergeron, District 7, Vice-Chair |
| <b>AYES:</b>     | Hull, Bergeron, Gehring, Seidlitz      |
| <b>EXCUSED:</b>  | Bomar                                  |

1. Approve the Agenda

2. Approve the Minutes

Executive Committee - Regular Meeting - Jun 3, 2025 4:00 PM

3. Schedule Next Meeting Date - July 1, 2025

#### 5. REPORTS

1. Aspirus Health Update - Jason Troxell, President - Aspirus WI Northwest Division  
Troxell introduced their team (below) and gave an overview of the Aspirus Health System (presentation on file). Their goal is to bring high quality care to rural communities.

Jason Troxell, President - WI Northwest Division

Minutes Acceptance: Minutes of Jun 17, 2025 4:00 PM (Consent Agenda)



# Executive Committee

Minutes  
Regular Meeting

Chippewa County Courthouse, Rm 302

June 17, 2025  
4:00 PM

Jessica Stauber, Director - System Government Relations  
Sid Sczygelski, SVP - Special Projects  
Anne Sadowska, CAO - WI Northwest Division (CF hospital)  
Nikki Anderson, Director - WI Northwest Division Clinics (CF hospital)

Sczygelski explained the economic model that HSHS used contributed to their closure. Aspirus is starting small with Phase 1 and plan to build more later when it's sustainable. They want to make sure it is successful with quality care. Their goal is to expand and offer more services in the future (surgery, behavioral health, etc.) There are several factors to consider. The federal budget cuts will have an impact on the funding for hospitals. In the future less people will qualify for health care from the market. The tariffs have an impact on this as well and will take them longer to break even. Labor shortage is an issue as well. Aspirus can recruit and rotate specialists. They believe the revenue cycle can be brought down from 7% to about 3% with efficiencies. Aspirus is the 3<sup>rd</sup> largest hospital-based system in WI. They currently have 18 hospitals and will soon have 19 when Chippewa Falls is complete. They have 22 acres for the Chippewa Falls facility.

Aspirus has their own health plan, and the goal is to introduce that to the local market when they are up and running. They work with all health plans. They have contracts with a number of health providers (SHP, Anthem, etc). The intent is to keep care in this area.

Aspirus has two in-patient mental health facilities in WI. They are hard to maintain due to the funding stream. It will be hard for them to expand into our area right away.

Aspirus is planning to hire 80 physicians along with a couple Advanced Primary Care Physicians and hospitalists. Services that will be offered in Phase I include ER (10 treatment rooms), supporting care for ER (lab, imaging, etc), inpatient care (10 beds), primary care clinic (12 exam rooms) and a helipad.

They will have an open medical staff hospital, which will allow physicians from any facility to refer patients to this hospital.

|                |                  |
|----------------|------------------|
| <b>RESULT:</b> | <b>DISCUSSED</b> |
|----------------|------------------|

## 6. BUSINESS ITEMS

1. Human Resources Policy Manual Revision to Conceal Carry Policy - Toni Hohlfelder  
Hohlfelder explained the ordinance was recently updated to clearly define what is considered a weapon. These revisions to the HR Policy Manual are needed so they are consistent with the ordinance.

|                  |                                            |                                |
|------------------|--------------------------------------------|--------------------------------|
| <b>RESULT:</b>   | <b>FORWARD TO COUNTY BOARD [UNANIMOUS]</b> | <b>Next: 8/12/2025 6:00 PM</b> |
| <b>MOVER:</b>    | Joel Seidlitz, District 9                  |                                |
| <b>SECONDER:</b> | Peter Gehring, District 4                  |                                |
| <b>AYES:</b>     | Hull, Bergeron, Gehring, Seidlitz          |                                |
| <b>EXCUSED:</b>  | Bomar                                      |                                |

2. Resolution To Allow Claim of Kraig Zwiefelhofer - Deb Blevins  
Blevins gave an update on the claim and explained it is the recommendation of WMMIC, our liability insurance carrier, that we allow the claim.

Minutes Acceptance: Minutes of Jun 17, 2025 4:00 PM (Consent Agenda)

# Executive Committee

Minutes  
Regular Meeting

Chippewa County Courthouse, Rm 302

June 17, 2025  
4:00 PM

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Joel Seidlitz, District 9  
**SECONDER:** Jason Bergeron, District 7, Vice-Chair  
**AYES:** Hull, Bergeron, Gehring, Seidlitz  
**EXCUSED:** Bomar

3. Resolution To Allow Claim of Samantha Anderkay and Derek Anderkay - Deb Blevins  
Blevins gave an update on the claim and explained it is the recommendation of WMMIC, our liability insurance carrier, that we allow the claim.

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Jason Bergeron, District 7, Vice-Chair  
**SECONDER:** Peter Gehring, District 4  
**AYES:** Hull, Bergeron, Gehring, Seidlitz  
**EXCUSED:** Bomar

## 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 4:52 p.m.

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Jason Bergeron, District 7, Vice-Chair  
**SECONDER:** Joel Seidlitz, District 9  
**AYES:** Hull, Bergeron, Gehring, Seidlitz  
**EXCUSED:** Bomar

Minutes Acceptance: Minutes of Jun 17, 2025 4:00 PM (Consent Agenda)



## STATEMENT OF EXPLANATION

Resolution No.

### **RESOLUTION TO ALLOW SUPPLEMENTAL CLAIMS OF MOTORIST COMMERCIAL MUTUAL INSURANCE COMPANY ON BEHALF OF DORN CONSTRUCTION LLC AND JON DORN**

Motorist Commercial Mutual Insurance Company, on behalf of their insured Dorn Construction LLC, filed a formal notice of claim against the County pursuant to Wisconsin Statute § 893.80. Motorist Commercial Mutual Insurance Company is claiming property damage to Dorn Construction's 2013 Ford F150. Dorn Construction's vehicle was damaged when the Medical Examiner failed to yield while proceeding through a flashing yellow light and rear-ended the claimant vehicle who had stopped for oncoming traffic. The damage amount was \$1,950.70. That claim was brought before the Executive Committee back on December 17, 2024, and approved for the payment of the claim. The original Subrogation Demand submitted totaled \$1,950.70. However, once the vehicle was repaired, the final Subrogation Demand was updated and submitted showing a difference of \$1,703.11 in supplemental repairs. The total reimbursement owed to the claimant, Motorist Commercial Mutual Insurance Company, on behalf of their insured Dorn Construction LLC, is \$3,653.81. Additionally, Mr. Dorn incurred out of pocket expenses for this claim in the amount of \$235.33. There are no other out of pocket expenses for Mr. Dorn.

Upon review of the supplemental claims of Motorist Commercial Mutual Insurance Company/Dorn Construction LLC and Mr. Jon by the County's liability insurance company, Wisconsin Municipal Mutual Insurance Company (WMMIC), it is WMMIC's recommendation that the County formally allow and pay the supplemental claims in the amount of \$1,938.44, bringing the total amount of the entire claim to \$3,889.14. Approval of this resolution will allow the claim pursuant to 2-34(m)(3) of the Chippewa County Code of Ordinances, which provides that the Executive Committee has the authority to settle claims that do not exceed \$10,000.

Resolution No.

**RESOLUTION TO ALLOW SUPPLEMENTAL CLAIMS OF MOTORIST COMMERCIAL MUTUAL  
INSURANCE COMPANY ON BEHALF OF DORN CONSTRUCTION LLC AND JON DORN**

WHEREAS, a Notice of Claim was filed on September 23, 2024, with the Chippewa County Clerk's Office, and the claim was brought before the Executive Committee on December 17, 2024 for approval of the claim in the amount of \$1,950.70; and

WHEREAS, the Notice of Claim stated that Motorist Commercial Mutual Insurance Company, on behalf of their insured, Dorn Construction LLC, was claiming property damage to Dorn Construction's 2013 Ford F150, after it was damaged when the Medical Examiner failed to yield while proceeding through a flashing yellow light and rear-ended the claimant vehicle who had stopped for oncoming traffic; and

WHEREAS, once the vehicle was repaired, the final Subrogation Demand was updated and submitted showing a difference of \$1,703.11, in supplemental repairs. The total reimbursement owed to the claimant, Motorist Commercial Mutual Insurance Company, on behalf of their insured Dorn Construction LLC, is \$3,653.81. Additionally, Mr. Dorn incurred out of pocket expenses for this claim in the amount of \$235.33. There are no other out of pocket expenses for Mr. Dorn; and

WHEREAS, upon review of this claim with the County's liability insurance company, Wisconsin Municipal Mutual Insurance Company (WMMIC), it is WMMIC's recommendation that the County formally allow the supplemental claims; and

NOW, THEREFORE BE IT RESOLVED, that the Chippewa County Executive Committee does hereby allow the supplemental claims of Motorist Commercial Mutual Insurance Company, on behalf of Dorn Construction LLC, and Mr. Jon Dorn in the amount of \$1,938.44, bringing the total amount of the entire claim to \$3,889.14; and

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the claimant by certified mail, return receipt requested, as Notice of Allowance.

Recommended for approval by the Executive Committee

**FINANCIAL IMPACT:**

Payment of the allowed supplemental claims in the amount of \$1,938.44.

**07/1/2025**     **Executive Committee**  
**RESULT:**     **APPROVED [UNANIMOUS]**  
**MOVER:**     Charles Bomar, District 12  
**SECONDER:**   Joel Seidlitz, District 9  
**AYES:**   Hull, Bergeron, Gehring, Bomar, Seidlitz

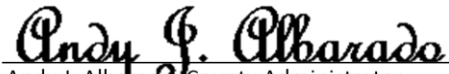
Approved as to Form:

  
 Todd A. Pauls, Corporation Counsel

6/23/2025

  
 Leah Simington, Finance Director

6/26/2025

  
 Andy J. Albarado, County Administrator

6/23/2025



Deborah Blevins, Corporation Counsel Legal Assistant  
Chippewa County  
711 N. Bridge St. Room 102  
Chippewa Falls, WI 54729

March 27, 2025

RE:      Claimant:              Jon Dorn  
            Date of Loss:          8/28/2024  
            Our Claim No:        ALCC00001301  
            Event No:              Event - (EVL006070)

Dear Deb Blevins,

The above referenced claim was filed with the County Clerk on November 18, 2024. Following a review of the information and an investigation of the facts, it has been determined that Chippewa County is liable for this claim.

An insured driver rear-ended Mr. Dorn at an intersection. We are seeking additional authority to settle the claimant's out of pocket expenses for this claim in the amount of \$235.33. The claimant did not provide rental receipts for inclusion until March 18, 2025. There are no other out of pocket expenses for the claimant.

Sincerely,

A handwritten signature in blue ink, appearing to read "Samantha McWilliams", is positioned above the printed name.

Samantha McWilliams, CPC-A  
Liability Claim Representative  
Wisconsin Municipal Mutual Insurance Company  
(608) 721-7189  
smcwilliams@wmmic.com



Rental Agreement # 70NB9W

## Renter Information

### Renter Name

JOHN DORN

### Renter Address

EAU CLAIRE, WI 54701  
USA

## Vehicle Information

C15C

License #: RHY9215

State/Province: NC

Unit #: 7WLXNX

Vehicle #: RS128509

### Vehicle Class Driven

1/2 Ton Pickup

### Vehicle Class Charged

1/2 Ton Pickup

### Odometer Mileage/Kilometers

Starting: 20001 Ending: 20019

Total: 18

### Fuel

Starting: 3/4 Ending: 3/4

**Thank you for renting  
with Enterprise Rent-A-  
Car**

### We appreciate your business!

This email was automatically generated  
from an unattended mailbox, so please  
do not reply to this e-mail.

If you have any questions about your  
rental, please view our Frequently  
Asked Questions or send us a secured  
message by visiting our [Support Center](#)

## Trip Information

### Pickup

Wednesday, January 22, 2025 9:51 AM

### EAU CLAIRE

2103 S HASTINGS WAY  
ALTOONA, WI 54720-2208  
USA

### Return

Friday, January 24, 2025 5:13 PM

### EAU CLAIRE

2103 S HASTINGS WAY  
ALTOONA, WI 54720-2208  
USA

## Renter Charges

|                                                   |                                            |                 |
|---------------------------------------------------|--------------------------------------------|-----------------|
| <b>Rental Rate</b>                                | Time & Distance 3 Day at \$70.00 / Day     | \$210.00        |
| <b>Mileage</b>                                    | Unlimited Mileage                          | Included        |
| <b>Taxes and Fees</b>                             | Title And Registration Fees (\$0.99 / Day) | \$2.97          |
|                                                   | Sales Tax (5.50%)                          | \$11.71         |
|                                                   | State Rental Vehicle Fee (5.00%)           | \$10.65         |
| <b>Total</b>                                      |                                            | <b>\$235.33</b> |
| (Subject to audit)                                |                                            |                 |
| Amount charged on January 24, 2025 to VISA (6847) |                                            | (\$235.33)      |
| APN: VISA CREDIT                                  |                                            |                 |
| AID: A0000000031010                               |                                            |                 |
| Verified: Signature                               |                                            |                 |
| Entry: Chip                                       |                                            |                 |
| TSI: 6800                                         |                                            |                 |
| <b>Amount Due</b>                                 |                                            | <b>\$0.00</b>   |



Deborah Blevins, Corporation Counsel Legal Assistant  
Chippewa County  
711 N. Bridge St. Room 102  
Chippewa Falls, WI 54729

March 27, 2025

|     |               |                                                               |
|-----|---------------|---------------------------------------------------------------|
| RE: | Claimant:     | Motorist Commercial Mutual Ins Co a/s/o Dorn Construction LLC |
|     | Date of Loss: | 8/28/2024                                                     |
|     | Our Claim No: | ALCC00001301                                                  |
|     | Event No:     | Event - (EVL006070)                                           |

Dear Deb Blevins,

The above referenced claim was filled with the County Clerk on November 18, 2024. Following a review of the information and an investigation of the facts, it has been determined that Chippewa County is liable for this claim.

An insured driver rear-ended the claimant at an intersection. We are seeking additional settlement authority for the claimant carrier in the amount of \$1,703.11. The original Subrogation Demand submitted totaled \$1,950.70 and we obtained settlement authority at that time. However, once the vehicle was repaired, the final Subrogation demand was updated and submitted showing a difference of \$1,703.11 in supplemental repairs. The total reimbursement owed to the claimant carrier is \$3,653.81.

Sincerely,

A handwritten signature in blue ink, appearing to read "Samantha McWilliams".

Samantha McWilliams, CPC-A  
Liability Claim Representative  
Wisconsin Municipal Mutual Insurance Company  
(608) 721-7189  
smcwilliams@wmmic.com





P: 800.313.5169 210 Landmark Dr.  
F: 800.313.5179 Normal, IL 61761

WMMIC  
2418 CROSSROADS DR SUITE 1500  
MADISON, WI 53718

February 24, 2025

Our Client: MOTORISTS COMMERCIAL MUTUAL INSURANCE COMPANY  
Wilber File: 30650822  
Your Claim Number: ALCC00001301  
Our Insured: DORN CONSTRUCTION LLC  
Your Insured: CHIPPEWA COUNTY HIGHWAY DEPT  
Claim Amount: \$3653.81  
Date of Loss: 08/28/2024

Dear Samantha McWilliams:

We are handling this subrogation claim for our client. Your insured was determined to be at fault for this loss. Enclosed are the documents to support our demand for payment. Please make the check payable to our client and reference our file number on the payment. All payments should be mailed to our address listed below:

Wilber  
210 Landmark Drive  
Normal, IL 61761

If there is no coverage for this loss, please email or fax a coverage denial letter to our office and reference our file number on the correspondence.

Thank you for your immediate attention to this matter.

Sincerely,

Nicole Messamore  
Wilber  
210 Landmark Drive  
Normal, IL 61761  
800-313-5169 ext 3209  
NMessamore@wilberggroup.com

Attachment: Supplemental Claims Documentation and Prior Resolution documentation (9028 : Resolution to Allow Supplemental Claims - Dorn

| Check Number | Pay To                      | Exp... | Coverage               | Coverage Subtype                                                                                     | Gross Amount | Issue Date | Scheduled Send D... | Status          |
|--------------|-----------------------------|--------|------------------------|------------------------------------------------------------------------------------------------------|--------------|------------|---------------------|-----------------|
| 0000155859   | Trubilt Auto Body & Dor...  | 1<br>1 | Collision<br>Collision | CA (Truck/Tractor/Trailer) Collision - Veh Damag<br>CA (Truck/Tractor/Trailer) Collision - Veh Damag | \$1,450.70   | 09/16/2024 | 09/16/2024          | Stopped         |
| 0000177778   | LexisNexis Claims Soluti... | 1      | Collision              | CA (Truck/Tractor/Trailer) Collision - Veh Damag                                                     | \$14.62      | 01/09/2025 | 12/11/2024          | Cleared         |
| 0000179381   | Trubilt Auto Body & Dor...  | 1      | Collision              | CA (Truck/Tractor/Trailer) Collision - Veh Damag                                                     | \$1,450.70   | 01/17/2025 | 01/16/2025          | Cleared         |
| 0000180403   | Trubilt Auto Body           | 1      | Collision              | CA (Truck/Tractor/Trailer) Collision - Veh Damag                                                     | \$119.00     | 01/23/2025 | 01/23/2025          | Cleared         |
| 0000181404   | Trubilt Auto Body           | 1      | Collision              | CA (Truck/Tractor/Trailer) Collision - Veh Damag                                                     | \$1,075.36   | 01/28/2025 | 01/28/2025          | Issued          |
|              | Trubilt Auto Body           | 1      | Collision              | CA (Truck/Tractor/Trailer) Collision - Veh Damag                                                     | \$508.75     |            | 02/11/2025          | Awaiting submis |

## Trubilt Collision Center

"The Choice of the Chippewa Valley Since 1949"  
1631 Harding Ave, Eau Claire, WI 54701  
Phone: (715) 834-6617  
FAX: (715) 834-3504

Workfile ID: fa3d9  
PartsShare: 87wcVh  
Federal ID: 39-1154113  
State ID: WI  
Resale Number: 456-0000300630-03  
Federal EPA: 0  
State EPA: 0

6.1.a

### Supplement of Record 5 with Summary

**RO Number: 24446**

Written By: Kyle Frank, 2/11/2025 8:56:44 AM  
Adjuster: CHAVEZ, ALIX, (614) 225-8211 Business

Insured: Dorn Construction LLC Policy #: 5000043312 Claim #: 500-00-085387INSD7835  
Type of Loss: vehcoll - Collision Date of Loss: 8/28/2024 12:01 AM Days to Repair: 0  
Point of Impact: 06 Rear

#### Owner:

Dorn Construction LLC  
3437 BRIARCREST DR  
EAU CLAIRE, WI 54701-8288  
(715) 577-6605 Cell

#### Inspection Location:

Trubilt Collision Center  
1631 Harding Ave  
Eau Claire, WI 54701  
Repair Facility  
(715) 834-6617 Business

#### Insurance Company:

ENCOVA INSURANCE  
ATLANTIC  
MONROEVILLE

### VEHICLE

2013 FORD F-150 XLT Supercab 145" WB 4WD 4D P/U 6-3.5L Turbocharged Gasoline Direct Injection Silver

VIN: 1FTFX1ET5DFA87802 Interior Color: Mileage In: 181,835 Vehicle Out: 1/24/2025  
License: VK1111 Exterior Color: Silver Mileage Out: 181,835  
State: WI Production Date: Condition: Good Job #:

#### TRANSMISSION

Automatic Transmission  
Overdrive  
4 Wheel Drive

#### POWER

Power Steering  
Power Brakes  
Power Windows  
Power Locks  
Power Mirrors

#### DECOR

Dual Mirrors  
Privacy Glass

Overhead Console

#### CONVENIENCE

Air Conditioning  
Intermittent Wipers  
Tilt Wheel  
Cruise Control  
Keyless Entry  
Alarm  
Message Center  
Steering Wheel Touch Controls

#### RADIO

AM Radio  
FM Radio

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

#### SAFETY

Drivers Side Air Bag  
Passenger Air Bag  
Anti-Lock Brakes (4)  
4 Wheel Disc Brakes  
Traction Control  
Stability Control  
Front Side Impact Air Bags  
Head/Curtain Air Bags

Hands Free Device

#### SEATS

Cloth Seats

#### WHEELS

Aluminum/Alloy Wheels

#### PAINT

Clear Coat Paint

#### OTHER

Fog Lamps

#### TRUCK

Rear Step Bumper

## RO Number: 24446

2013 FORD F-150 XLT Supercab 145" WB 4WD 4D P/U 6-3.5L Turbocharged Gasoline Direct Injection Silver

| Line | Oper                       | Description                                                                     | Part Number    | Qty | Extended Price \$ | Labor | Paint      |
|------|----------------------------|---------------------------------------------------------------------------------|----------------|-----|-------------------|-------|------------|
| 1    | <b>REAR LAMPS</b>          |                                                                                 |                |     |                   |       |            |
| 2    | S05                        | Repl RT License lamp                                                            | 1L3Z13550BA    | 1   | 21.38             | Incl. |            |
| 3    | S05                        | Repl LT License lamp                                                            | 1L3Z13550BA    | 1   | 21.38             | Incl. |            |
| 4    | <b>REAR BUMPER</b>         |                                                                                 |                |     |                   |       |            |
| 5    | S04                        | O/H rear bumper                                                                 |                |     |                   | 1.8   |            |
| 6    | S05                        | Repl Bumper chrome w/reverse sensor                                             | 9L3Z17906BCP   | 1   | 1,136.52          | Incl. |            |
| 7    | S04                        | Add for reverse sens                                                            |                |     |                   | 0.6   |            |
| 8    | *                          | S05 Repl Wire harness w/reverse sensors                                         | BL3Z13A576C    | 1   | <u>109.67</u>     | 0.3   |            |
|      |                            | Note: clip was broken that holds connector to plug                              |                |     |                   |       |            |
| 9    | *                          | S05 Repl Reinforcement w/class III hitch                                        | 9L3Z17D826B    | 1   | <u>749.15</u>     | Incl. |            |
| 10   | *                          | S04 Repl RT Retainer inner                                                      | 9L3Z15A862G    | 1   | 17.00             | 0.1   | <u>0.0</u> |
| 11   | *                          | S04 Repl RT Retainer outer                                                      | 9L3Z15A862J    | 1   | 17.00             | 0.1   | <u>0.0</u> |
| 12   | *                          | S04 Repl LT Retainer inner                                                      | 9L3Z15A862H    | 1   | 17.00             | 0.1   | <u>0.0</u> |
| 13   |                            | S04 Repl Step pad w/trailer tow w/reverse sensor                                | 9L3Z17B807C    | 1   | 92.65             | Incl. |            |
| 14   | *                          | S04 Repl LT Retainer outer                                                      | 9L3Z15A862K    | 1   | 17.00             | 0.1   | <u>0.0</u> |
| 15   |                            | S04 Repl LT Bumper bracket bolt plate w/trailer tow                             | 5L3Z17C886BA   | 1   | 38.27             |       |            |
| 16   | *                          | S05 Repl <u>RT Bumper bracket</u>                                               | 9L3Z17788ACP   | 1   | <u>86.58</u>      |       |            |
| 17   | *                          | S05 Repl <u>LT Bumper bracket</u>                                               | 9L3Z17788BCP   | 1   | <u>88.45</u>      |       |            |
| 18   |                            | S04 Repl RT Bumper bracket bolt plate w/trailer tow                             | 5L3Z17C886BA   | 1   | 38.27             |       |            |
| 19   |                            | S05 Repl RT Mount bracket                                                       | 9L3Z17787A     | 1   | 47.73             |       |            |
| 20   |                            | S05 Repl LT Mount bracket                                                       | 9L3Z17787A     | 1   | 47.73             |       |            |
| 21   |                            | S05 Repl RT Bumper bolt                                                         | N606689S439    | 5   | 21.25             |       |            |
| 22   |                            | S05 Repl Cap                                                                    | 4L3Z15402A36AA | 1   | 14.80             | Incl. |            |
| 23   |                            | S05 Repl RT Step pad retainer                                                   | W704342S300    | 1   | 8.50              |       |            |
| 24   |                            | S05 Repl LT Bumper bolt                                                         | N606689S439    | 5   | 21.25             |       |            |
| 25   |                            | S05 Repl LT Step pad retainer                                                   | W704342S300    | 1   | 8.50              |       |            |
| 26   |                            | S05 Repl RT Mount bracket nut                                                   | N800296S441    | 5   | 21.25             |       |            |
| 27   |                            | S05 Repl LT Mount bracket nut                                                   | N800296S441    | 5   | 21.25             |       |            |
| 28   |                            | S05 Repl RT Bumper nut                                                          | N811658S301    | 1   | 8.50              |       |            |
| 29   |                            | S05 Repl LT Bumper nut                                                          | N811658S301    | 1   | 8.50              |       |            |
| 30   | <b>VEHICLE DIAGNOSTICS</b> |                                                                                 |                |     |                   |       |            |
| 31   | *                          | Rpr Pre-repair scan                                                             |                |     |                   | m 0.5 | M          |
| 32   | *                          | Rpr Post-repair scan                                                            |                |     |                   | m 0.5 | M          |
| 33   | #                          | S02 Rpr Battery D&R / Recharge                                                  |                |     |                   | 0.2   | M          |
| 34   | #                          | S02 Bumper Cover Disposal                                                       |                | 1   | 10.00             |       |            |
|      |                            | Note: Per CCC/MOTOR Guide page G9, this is not included in any labor operation. |                |     |                   |       |            |
| 35   | #                          | S03 Prep Vehicle for Delivery                                                   |                | 1   |                   | 0.3   |            |
| 36   | #                          | S04 FINAL BILL PLEASE ADVISE                                                    |                | 1   |                   |       |            |
| 37   | #                          | S04 Subl Post Scan                                                              |                | 1   | 309.95            |       |            |
| 38   | #                          | S04 Rpr R&I of Aftermarket bumper for                                           |                |     |                   | 0.5   |            |

**RO Number: 24446**

2013 FORD F-150 XLT Supercab 145" WB 4WD 4D P/U 6-3.5L Turbocharged Gasoline Direct Injection Silver

|                  |   |     |                                                          |                 |            |
|------------------|---|-----|----------------------------------------------------------|-----------------|------------|
|                  |   |     | OEM                                                      |                 |            |
| 39               | # | S04 | FINAL BILL                                               | 1               |            |
| 40               | # | S05 | Aftermarket bumper was not fitting properly. ordered OEM | 1               |            |
| <b>SUBTOTALS</b> |   |     |                                                          | <b>2,999.53</b> | <b>5.1</b> |
|                  |   |     |                                                          |                 | <b>0.0</b> |

**ESTIMATE TOTALS**

| <b>Category</b>      | <b>Basis</b> |   |  | <b>Rate</b>   | <b>Cost \$</b>  |
|----------------------|--------------|---|--|---------------|-----------------|
| Parts                |              |   |  |               | 2,999.53        |
| Body Labor           | 3.9 hrs      | @ |  | \$ 70.00 /hr  | 273.00          |
| Mechanical Labor     | 1.2 hrs      | @ |  | \$ 159.00 /hr | 190.80          |
| Subtotal             |              |   |  |               | 3,463.33        |
| Sales Tax            | \$ 3,463.33  | @ |  | 5.5000 %      | 190.48          |
| <b>Grand Total</b>   |              |   |  |               | <b>3,653.81</b> |
| Deductible           |              |   |  |               | 500.00          |
| <b>CUSTOMER PAY</b>  |              |   |  |               | <b>500.00</b>   |
| <b>INSURANCE PAY</b> |              |   |  |               | <b>3,153.81</b> |

## RO Number: 24446

2013 FORD F-150 XLT Supercab 145" WB 4WD 4D P/U 6-3.5L Turbocharged Gasoline Direct Injection Silver

## SUPPLEMENT SUMMARY

| Line                 | Oper              | Description                                                  | Part Number    | Qty | Extended Price \$ | Labor      | Paint      |
|----------------------|-------------------|--------------------------------------------------------------|----------------|-----|-------------------|------------|------------|
| <b>Changed Items</b> |                   |                                                              |                |     |                   |            |            |
| 5                    | S04               | Repl Reinforcement w/class III hitch                         | 9L3Z17D826B    | 1   | -749.18           | Incl.      |            |
| 9                    | *                 | S05 Repl Reinforcement w/class III hitch                     | 9L3Z17D826B    | 1   | <u>749.15</u>     | Incl.      |            |
| 12                   | S04               | Repl RT Mount bracket                                        | 9L3Z17787A     | 1   | -47.73            |            |            |
| 16                   | *                 | S05 Repl <u>RT Bumper bracket</u>                            | 9L3Z17788ACP   | 1   | <u>86.58</u>      |            |            |
| 13                   | S04               | Repl LT Mount bracket                                        | 9L3Z17787A     | 1   | -47.73            |            |            |
| 17                   | *                 | S05 Repl <u>LT Bumper bracket</u>                            | 9L3Z17788BCP   | 1   | <u>88.45</u>      |            |            |
| <b>Added Items</b>   |                   |                                                              |                |     |                   |            |            |
| 1                    | <b>REAR LAMPS</b> |                                                              |                |     |                   |            |            |
| 2                    | S05               | Repl RT License lamp                                         | 1L3Z13550BA    | 1   | 21.38             | Incl.      |            |
| 3                    | S05               | Repl LT License lamp                                         | 1L3Z13550BA    | 1   | 21.38             | Incl.      |            |
| 8                    | *                 | S05 Repl Wire harness w/reverse sensors                      | BL3Z13A576C    | 1   | <u>109.67</u>     | 0.3        |            |
|                      |                   | NOTE: clip was broken that holds connector to plug           |                |     |                   |            |            |
| 19                   | S05               | Repl RT Mount bracket                                        | 9L3Z17787A     | 1   | 47.73             |            |            |
| 20                   | S05               | Repl LT Mount bracket                                        | 9L3Z17787A     | 1   | 47.73             |            |            |
| 21                   | S05               | Repl RT Bumper bolt                                          | N606689S439    | 5   | 21.25             |            |            |
| 22                   | S05               | Repl Cap                                                     | 4L3Z15402A36AA | 1   | 14.80             | Incl.      |            |
| 23                   | S05               | Repl RT Step pad retainer                                    | W704342S300    | 1   | 8.50              |            |            |
| 24                   | S05               | Repl LT Bumper bolt                                          | N606689S439    | 5   | 21.25             |            |            |
| 25                   | S05               | Repl LT Step pad retainer                                    | W704342S300    | 1   | 8.50              |            |            |
| 26                   | S05               | Repl RT Mount bracket nut                                    | N800296S441    | 5   | 21.25             |            |            |
| 27                   | S05               | Repl LT Mount bracket nut                                    | N800296S441    | 5   | 21.25             |            |            |
| 28                   | S05               | Repl RT Bumper nut                                           | N811658S301    | 1   | 8.50              |            |            |
| 29                   | S05               | Repl LT Bumper nut                                           | N811658S301    | 1   | 8.50              |            |            |
| 40                   | #                 | S05 Aftermarket bumper was not fitting properly. ordered OEM |                | 1   |                   |            |            |
| <b>SUBTOTALS</b>     |                   |                                                              |                |     | <b>461.23</b>     | <b>0.3</b> | <b>0.0</b> |

## TOTALS SUMMARY

| Category                       | Basis     |   | Rate         | Cost \$       |
|--------------------------------|-----------|---|--------------|---------------|
| Parts                          |           |   |              | 461.23        |
| Body Labor                     | 0.3 hrs   | @ | \$ 70.00 /hr | 21.00         |
| Subtotal                       |           |   |              | 482.23        |
| Sales Tax                      | \$ 482.23 | @ | 5.5000 %     | 26.52         |
| <b>Total Supplement Amount</b> |           |   |              | <b>508.75</b> |
| <b>NET COST OF SUPPLEMENT</b>  |           |   |              | <b>508.75</b> |

**RO Number: 24446**

2013 FORD F-150 XLT Supercab 145" WB 4WD 4D P/U 6-3.5L Turbocharged Gasoline Direct Injection Silver

**CUMULATIVE EFFECTS OF SUPPLEMENT(S)**

|                       |                    |                |
|-----------------------|--------------------|----------------|
| Estimate              | 1,979.18           | Tony Perkovich |
| Supplement S01        | -28.48             | Tony Perkovich |
| Supplement S02        | 1,155.41           | Kyle Frank     |
| Supplement S03        | -1,036.41          | Kyle Frank     |
| Supplement S04        | 1,075.36           | Kyle Frank     |
| Supplement S05        | 508.75             | Kyle Frank     |
| <b>Job Total:</b>     | <b>\$ 3,653.81</b> |                |
| <b>CUSTOMER PAY:</b>  | <b>\$ 500.00</b>   |                |
| <b>INSURANCE PAY:</b> | <b>\$ 3,153.81</b> |                |

**RO Number: 24446**

2013 FORD F-150 XLT Supercab 145" WB 4WD 4D P/U 6-3.5L Turbocharged Gasoline Direct Injection Silver

Now that I've completed my visual inspection I can write an initial estimate for you. Part of my responsibility is to find more information from the manufacturer that is specific to your vehicle and your repair. This will take me some time but I will add this specific information to complete a comprehensive estimate and will be happy to share with you.

\*\*\*RUST REPAIRS DO NOT CARRY ANY WARRANTY\*\*\*

1.) Trubilt guarantees its repair and refinishing work for the lifetime of the vehicle under the original customer's ownership. This guarantee does not apply to exterior or interior rusting, paint chipping or areas damaged by collision or abrasion. This also excludes damage caused by owner neglect, abuse, gasoline exposure, etc.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE REPLACEMENT PARTS RATHER THAN BY THE MANUFACTURER OF YOUR MOTOR VEHICLE.

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS. ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.

Our initial estimate has been completed without OE procedures and will be done once the vehicle is scheduled. This will be done before it is submitted to the insurance company.

Wisconsin Statue: 628.46 Timely payment of claims. (1) Unless otherwise provided by law, an insurer shall promptly pay every insurance claim. A claim shall be overdue if not paid within 30 days after the insurer is furnished written notice of the fact of a covered loss and of the amount of the loss. If such written notice is not furnished to the insurer as to the entire claim, any partial amount supported by written notice is overdue if not paid within 30 days after such written notice is furnished to the insurer. Any part or all the remainder of the claim that is subsequently supported by written notice is overdue if not paid within 30 days after written notice is furnished to the insurer. Any payment shall not be deemed overdue when the insurer has reasonable proof to establish that the insurer is not responsible for the payment, notwithstanding that written notice has been furnished to the insurer. For the purpose of calculating the extent to which any claim is overdue, payment shall be treated as being made on the date a draft or other valid instrument which is equivalent to payment was placed in the U.S. mail in a properly addressed, postpaid envelope, or, if not so posted, on the date of delivery. All overdue payments shall bear simple interest at the rate of 7.5 percent per year. (2) Notwithstanding sub. (1), the payment of a claim shall not be overdue until 30 days after the insurer receives the proof of loss required under the policy or equivalent evidence of such loss. The payment of a claim shall not be overdue during any period in which the insurer is unable to pay such claim because there is no recipient who is legally able to give a valid release for such payment, or in which the insurer is unable to determine who is entitled to receive such payment, if the insurer has promptly notified the claimant of such inability and has offered in good faith to promptly pay said claim upon determination of who is entitled to receive such payment.

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS. ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.



**RO Number: 24446**

2013 FORD F-150 XLT Supercab 145" WB 4WD 4D P/U 6-3.5L Turbocharged Gasoline Direct Injection Silver

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR2MA09, CCC Data Date 01/16/2025, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (\*) or Double Asterisk (\*\*) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinishing operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2024 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

**SYMBOLS FOLLOWING PART PRICE:**

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

**SYMBOLS FOLLOWING LABOR:**

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

**OTHER SYMBOLS AND ABBREVIATIONS:**

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. CFC=Carbon Fiber. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. STS=Stainless Steel. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Intelligent Solutions Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

**RO Number: 24446**

2013 FORD F-150 XLT Supercab 145" WB 4WD 4D P/U 6-3.5L Turbocharged Gasoline Direct Injection Silver

**ALTERNATE PARTS USAGE**

2013 FORD F-150 XLT Supercab 145" WB 4WD 4D P/U 6-3.5L Turbocharged Gasoline Direct Injection Silver

VIN: 1FTFX1ET5DFA87802 Interior Color: Mileage In: 181,835 Vehicle Out: 1/24/2025  
License: VK1111 Exterior Color: Silver Mileage Out: 181,835  
State: WI Production Date: Condition: Good Job #:

| Alternate Part Type | Selection Method   | # Of Times Notified Of Available Parts | # Of Parts Selected |
|---------------------|--------------------|----------------------------------------|---------------------|
| Aftermarket         | Automatically List | 11                                     | 0                   |
| Optional OEM        | Automatically List | 0                                      | 0                   |
| Reconditioned       | Automatically List | 0                                      | 0                   |
| Recycled            | N/A                | 0                                      | 0                   |

**RO Number: 24446**

2013 FORD F-150 XLT Supercab 145" WB 4WD 4D P/U 6-3.5L Turbocharged Gasoline Direct Injection Silver

**RECALL INFO**

2013 FORD F-150 XLT Supercab 145" WB 4WD 4D P/U 6-3.5L Turbocharged Gasoline Direct Injection Silver

|                        |                        |                      |                        |
|------------------------|------------------------|----------------------|------------------------|
| VIN: 1FTFX1ET5DFA87802 | Interior Color:        | Mileage In: 181,835  | Vehicle Out: 1/24/2025 |
| License: VK1111        | Exterior Color: Silver | Mileage Out: 181,835 |                        |
| State: WI              | Production Date:       | Condition: Good      | Job #:                 |

The National Highway Transportation and Safety Administration (NHTSA) has issued 3 safety-related recall notice(s) that may apply to the selected vehicle.

**NHTSA ID: 19V433000**      **Issued: Jun 6, 19**      **Number of Vehicles: 00107857**

POWER TRAIN Ford Motor Company (Ford) is recalling certain 2013 F-150 vehicles equipped with 5.0L or 6.2L gasoline engines, that previously had the powertrain control module (PCM) software reprogrammed under recall 19V-075. The software used to reprogram the PCM did not have the necessary updates to prevent the transmission from unexpectedly downshifting into first gear, regardless of vehicle speed. Unexpectedly downshifting into first gear may result in a loss of vehicle control, increasing the risk of a crash. Ford will notify owners, and dealers will reprogram the powertrain control module, free of charge. The recall is expected to begin June 24, 2019. Owners may contact Ford customer service at 1-866-436-7332. Ford's number for this recall is 19S19.

**NHTSA ID: 19V075000**      **Issued: Feb 2, 19**      **Number of Vehicles: 01263051**

POWER TRAIN Ford Motor Company (Ford) is recalling certain 2011-2013 F-150 vehicles equipped with a 6-speed automatic transmission. The transmission may unexpectedly downshift into first gear, regardless of vehicle speed. Unexpectedly downshifting into first gear may result in a loss of vehicle control, increasing the risk of a crash. Ford will notify owners, and dealers will reprogram the powertrain control module, free of charge. The recall is expected to begin March 4, 2019. Owners may contact Ford customer service at 1-866-436-7332. Ford's number for this recall is 19S07.

**NHTSA ID: 16V345000**      **Issued: May 5, 16**      **Number of Vehicles: 00225012**

SERVICE BRAKES, HYDRAULIC Ford Motor Company (Ford) is recalling certain model year 2013-2014 F-150 vehicles manufactured August 1, 2013, to August 31, 2014 equipped with 3.5L engines. The master cylinder rear cup seal may roll, resulting in brake fluid leakage from the primary reservoir into the brake booster. Loss of brake fluid from the primary reservoir results in a complete loss of front brake function, increasing the risk of a crash. Ford will notify owners, and dealers will replace the brake master cylinder and, if necessary, the brake booster, free of charge. The recall is expected to begin on July 11, 2016. Owners may contact Ford customer service at 1-866-436-7332. Ford's number for this recall is 16S24.

# Executive Committee

Minutes  
Regular Meeting

Chippewa County Courthouse, Rm 302

December 17, 2024  
4:00 PM

Mudgett explained this request will replace the prior request approved via Resolution 39-24 which authorized \$1,500,000. That amount was never added to the existing grant. The total project cost is \$2,628,217 and, if approved, that will be added to the existing regional grant. There is now an accepted offer on the Indianhead Motel. The funds need to be spent by 2026 but the state would like the funds spent by 2025. They are tentatively shooting for a December 2025 end date. The closing on the property will happen in March then the RFP will be put out for the contractors. There are 27 units that will be converted. Each unit will have a kitchenette and other items will be updated (heating, windows, sprinkler system, removal of lead paint, siding, windows, etc.).

Motion (Seidlitz/Bergeron) to amend the title to say "...approve up to \$2,628,217.00 to be added...".  
Carried 5-0

|                  |                                         |                                |
|------------------|-----------------------------------------|--------------------------------|
| <b>RESULT:</b>   | <b>FORWARD TO COUNTY BOARD [4 TO 1]</b> | <b>Next: 1/14/2025 6:00 PM</b> |
| <b>MOVER:</b>    | Joel Seidlitz, District 9               |                                |
| <b>SECONDER:</b> | Peter Gehring, District 4               |                                |
| <b>AYES:</b>     | Hull, Gehring, Bergeron, Seidlitz       |                                |
| <b>NAYS:</b>     | Mueller                                 |                                |

- Resolution to Allow Claim of Motorist Commercial Mutual Insurance Company on Behalf of Dorn Construction LLC – Deb Blevins  
Blevins explained it is the recommendation from WMMIC to allow this claim.

|                  |                                            |
|------------------|--------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                |
| <b>MOVER:</b>    | Dean Mueller, District 20, Vice-Chair      |
| <b>SECONDER:</b> | Peter Gehring, District 4                  |
| <b>AYES:</b>     | Hull, Mueller, Gehring, Bergeron, Seidlitz |

- Review County Administrator's 2024 Performance Goals - Randy Scholz  
Scholz reviewed the status of his 2024 performance goals. He commented when setting new goals for the next County Administrator, try and keep in mind they shouldn't become staff goals (i.e. financial software implementation). Scholz reviewed some suggested goals for the new County Administrator.

Gehring reiterated goal #1 recommended from Randy. The new person needs to do things that follow our policies and not how they used to do it.

Hull thanked Scholz for the update.

|                |                  |
|----------------|------------------|
| <b>RESULT:</b> | <b>DISCUSSED</b> |
|----------------|------------------|

- County Administrator Recruitment - Toni Hohlfelder  
Dave Bretl and Jon Hochkammer, consultants with PAA, appeared via zoom.

Bretl stated there are four County Administrator openings state-wide. He explained the goal today is to discuss the process, timeline/dates and then start advertising tomorrow. When the recruitment closes, a report will go to Executive Committee that includes everyone who applied along with feedback on which

**STATEMENT OF EXPLANATION**

Resolution No.

**RESOLUTION TO ALLOW CLAIM OF MOTORIST COMMERCIAL MUTUAL  
INSURANCE COMPANY ON BEHALF OF DORN CONSTRUCTION LLC**

On September 23, 2024, Motorist Commercial Mutual Insurance Company, on behalf of their insured Dorn Construction LLC, filed a formal notice of claim against the County pursuant to Wisconsin Statute § 893.80. Motorist Commercial Mutual Insurance Company is claiming property damage to Dorn Construction's 2013 Ford F150. Dorn Construction's vehicle was damaged when the Deputy Coroner failed to yield while proceeding through a flashing yellow light and rear-ended the claimant vehicle, which had stopped for oncoming traffic. The damage amount claimed is \$1,950.70.

After review of the Motorist Commercial Mutual Insurance Company/Dorn Construction LLC claim by the County's liability insurance company, Wisconsin Municipal Mutual Insurance Company (WMMIC), it is WMMIC's recommendation that the County formally allow and pay the claim in the amount of \$1,950.70. Approval of this resolution will allow the claim pursuant to 2-34(m)(3) of the Chippewa County Code of Ordinances, which provides that the Executive Committee has the authority to settle claims that do not exceed \$10,000.

Resolution No.

**RESOLUTION TO ALLOW CLAIM OF MOTORIST COMMERCIAL MUTUAL INSURANCE COMPANY  
ON BEHALF OF DORN CONSTRUCTION LLC**

WHEREAS, a Notice of Claim was filed on September 23, 2024, with the Chippewa County Clerk's Office; and

WHEREAS, the Notice of Claim stated that Motorist Commercial Mutual Insurance Company, on behalf of their insured, Dorn Construction LLC, was claiming property damage to Dorn Construction's 2013 Ford F150, after it was damaged when the Deputy Coroner failed to yield while proceeding through a flashing yellow light and rear-ended the claimant vehicle, which had stopped for oncoming traffic; and

WHEREAS, after review of this claim with the County's liability insurance company, Wisconsin Municipal Mutual Insurance Company (WMMIC), it is WMMIC's recommendation that the County formally allow the claim;

NOW, THEREFORE BE IT RESOLVED, that the Chippewa County Executive Committee does hereby allow the claim of Motorist Commercial Mutual Insurance Company, on behalf of Dorn Construction LLC, for an amount of \$1,950.70; and

BE IT FURTHER RESOLVED, that as soon as is reasonably possible, the Chippewa County Finance Director shall remit payment to Motorist Commercial Mutual Insurance Company in the amount of \$1,950.70 for full and complete settlement of the claim; and

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the claimant by certified mail, return receipt requested, as Notice of Allowance.

Approved this 17<sup>th</sup> day of December, 2024 by the Chippewa County Executive Committee.

**FINANCIAL IMPACT:**

Payment of the allowed claim in the amount of \$1,950.70.

|                   |                                            |
|-------------------|--------------------------------------------|
| <b>12/17/2024</b> | <b>Executive Committee</b>                 |
| <b>RESULT:</b>    | <b>APPROVED [UNANIMOUS]</b>                |
| <b>MOVER:</b>     | Dean Mueller, District 20, Vice-Chair      |
| <b>SECONDER:</b>  | Peter Gehring, District 4                  |
| <b>AYES:</b>      | Hull, Mueller, Gehring, Bergeron, Seidlitz |

Approved as to Form:





Todd A. Pauls, Corporation Counsel

12/3/2024



Lori Zwiefelhofer, Finance Director

12/4/2024



Randy B. Scholz, County Administrator

12/4/2024



Deborah Blevins, Corporation Counsel Legal Assistant  
Chippewa County  
711 N. Bridge St. Room 102  
Chippewa Falls, WI 54729

November 26, 2024

RE:      Claimant:              Motorist Commercial Mutual Ins Co a/s/o Dorn Construction LLC  
         Date of Loss:          8/28/2024  
         Our Claim No:        ALCC00001301  
         Event No:              Event - (EVL006070)

Dear Deb Blevins, et al,

The above referenced claim was filed with the County Clerk on November 18, 2024. Following a review of the information and an investigation of the facts, it has been determined that Chippewa County is liable for this claim.

The Medical Examiner failed to yield while proceeding through a flashing yellow light and rear-ended the claimant vehicle who had stopped for oncoming traffic. We are seeking authority to settle this claim for \$1,950.70. No supplements are expected for this minor damage and the claimant did not incur storage, towing or rental fees.

Sincerely,

A handwritten signature in black ink, appearing to read "Samantha McWilliams", is written over a horizontal line.

Samantha McWilliams, CPC-A  
Liability Claim Representative  
Wisconsin Municipal Mutual Insurance Company  
(608) 721-7189  
smcwilliams@wmmic.com

Attachment: Settlement letter for Chippewa County Company (8701 : Resolution to Allow Claim of Dorn Construction LLC)  
Attachment: Supplemental Claims Documentation and Prior Resolution documentation (9028 : Resolution to Allow Supplemental Claims - Dorn





P: 800.313.5169 210 Landmark Dr.  
F: 800.313.5179 Normal, IL 61761

CHIPPEWA COUNTY  
DEB BLEVINS  
711 N BRIDGE ST  
CORPORATION COUNSEL  
CHIPPEWA FALLS, WI 54729

September 23, 2024

Our Client: MOTORISTS COMMERCIAL MUTUAL INSURANCE COMPANY  
Client Claim: 50000085387  
Wilber File: 30650822  
Our Insured: DORN CONSTRUCTION LLC  
Subrogation Amount: \$1950.70  
Loss Date: 08/28/2024

Dear DEB BLEVINS:

This matter requires your immediate attention.

Be advised that our client's claim has been referred to our office. Our client had to compensate their insured for the loss which occurred on the above referenced date, wherein CHIPPEWA COUNTY HIGHWAY DEPT was determined to be at fault for this loss.

We would like to discuss this matter with the appropriate representative at your office. If a particular person or department is handling this matter, please provide us with their contact information.

Attached are the documents to support our demand for payment. If you need any additional information to issue the payment, please advise what is still required. Please note our payment instructions below:

1. Make the check payable to our client, MOTORISTS COMMERCIAL MUTUAL INSURANCE COMPANY
2. Reference the Wilber file number, 30650822 , on the check; and
3. Mail your check to Wilber at the address noted below.

Thank you,  
*Nicole Messamore*  
Nicole Messamore  
Wilber  
210 Landmark Drive  
Normal, IL 61761  
800-313-5169 ext. 3209  
NMessamore@wilberggroup.com

Attachment: Notice of Claim with Attachments (8704) - Resolution to Allow Claim of Dorn Construction LLC  
Attachment: Supplemental Claims Documentation and Prior Resolution documentation (9028 : Resolution to Allow Supplemental Claims - Dorn



P: 800.313.5169 210 Landmark Dr.  
F: 800.313.5179 Normal, IL 61761

**NOTICE OF CLAIM**

DATE/TIME OF LOSS: 08/28/2024 4:28 PM

LOSS LOCATION: ON RAMP USH53 SB ALTOONA, WISCONSIN

AMOUNT CLAIMED: \$1,950.70

**DESCRIPTION OF LOSS:**

YOUR INSURED, MARK D ROSHELL, DRIVER OF THE CHIPPEWA COUNTY HIGHWAY DEPARTMENT VEHICLE, FAILED TO GIVE FULL TIME AND ATTENTION TO TRAFFIC, THEREFORE REAR-ENDING OUR INSURED, JONATHAN DORNS' VEHICLE, CAUSING DAMAGES.

**OUR CLIENT'S INSURED'S VEHICLE OR PROPERTY:**

2013 FORD F150 TAG #: VK1111/WI; OWNER/INSURED: JONATHAN DORN/DORN CONSTRUCTION LLC

**YOUR VEHICLE OR PROPERTY:**

MARK D ROSHELL DRIVER OF THE 2018 DODGE GRAND CARAVAN TAG #: 98783/WI; OWNER: CHIPPEWA COUNTY HIGHWAY DEPARTMENT

STATE OF ILLINOIS

COUNTY OF MCLEAN

SIGNED THIS 23 DAY OF SEPTEMBER, 2024 AT NORMAL, ILLINOIS.

CLAIMANT SIGNATURE Nicole Messamore

NOTARY PUBLIC Gabrielle E Janis My

Commission Expires: 9-16-2026



Attachment: Notice of Claim with Attachments (8701 : Resolution to Allow Claim of Dorn Construction LLC)  
Attachment: Supplemental Claims Documentation and Prior Resolution documentation (9028 : Resolution to Allow Supplemental Claims - Dorn

|                                                                                             |            |            |              |           |                   |            |               |               |           |           |              |                |  |
|---------------------------------------------------------------------------------------------|------------|------------|--------------|-----------|-------------------|------------|---------------|---------------|-----------|-----------|--------------|----------------|--|
| ClaimsCenter                                                                                |            |            |              |           |                   |            |               |               |           |           |              |                |  |
| PUE 9000043112    Dorn Construction LLC    06/26/2024    Perm Souders (Recovery Services A) |            |            |              |           |                   |            |               |               |           |           |              |                |  |
| Financials: Transactions                                                                    |            |            |              |           |                   |            |               |               |           |           |              |                |  |
| Payments                                                                                    |            |            |              |           |                   |            |               |               |           |           |              |                |  |
| Scheduled Send Date                                                                         | Issue Date | Amount     | Expense      | Coverage  | Coverage Subtype  | Claim Type | Cost Category | Line Category | Status    | Item Type | Check Number | Pay To         |  |
| 07/11/2024                                                                                  | 07/16/2024 | \$1,210.70 | Construction | Collision | CA/Truck/TractorT | Loss       | Other         | Final Payment | Submitted | Final     | 000015529    | PUE 9000043112 |  |

**Trubilt Collision Center**

"The Choice of the Chippewa Valley Since 1949"  
 1631 Harding Ave, Eau Claire, WI 54701  
 Phone: (715) 834-6617  
 FAX: (715) 834-3504

Workfile ID: fa3ds  
 PartsShare: 87wcVh  
 Federal ID: 39-1154113  
 State ID: WI  
 Resale Number: 456-0000300630-03  
 Federal EPA: 0  
 State EPA: 0

**Supplement of Record 1 with Summary****Customer: Dorn Construction LLC**

Written By: Tony Perkovich, P6210107406005, 9/9/2024 9:13:21 AM  
 Adjuster: CHAVEZ, ALIX, (614) 225-8211 Business

Insured: Dorn Construction LLC Policy #: 5000043312 Claim #: 500-00-085387INSD7835  
 Type of Loss: vehcoll - Collision Date of Loss: 8/28/2024 12:01 AM Days to Repair: 0  
 Point of Impact: 06 Rear

**Owner:**

Dorn Construction LLC  
 3437 BRIARCREST DR  
 EAU CLAIRE, WI 54701-8288  
 (715) 577-6605 Business

**Inspection Location:**

Trubilt Collision Center  
 1631 Harding Ave  
 Eau Claire, WI 54701  
 Repair Facility  
 (715) 834-6617 Business

**Insurance Company:**

ENCOVA INSURANCE  
 ATLANTIC  
 MONROEVILLE

**VEHICLE**

2013 FORD F-150 XLT Supercab 145" WB 4WD 4D P/U 6-3.5L Turbocharged Gasoline Direct Injection Silver

VIN: 1FTFX1ET5DFA87802 Interior Color: Mileage In: 181,835 Vehicle Out:  
 License: Exterior Color: Silver Mileage Out:  
 State: WI Production Date: Condition: Good Job #:

**TRANSMISSION**

Automatic Transmission  
 Overdrive  
 4 Wheel Drive

**POWER**

Power Steering  
 Power Brakes  
 Power Windows  
 Power Locks  
 Power Mirrors

**DECOR**

Dual Mirrors  
 Privacy Glass

**Overhead Console****CONVENIENCE**

Air Conditioning  
 Intermittent Wipers  
 Tilt Wheel

Cruise Control  
 Keyless Entry  
 Alarm  
 Message Center  
 Steering Wheel Touch Controls

**RADIO**

AM Radio  
 FM Radio

**Stereo**

Search/Seek  
 CD Player  
 Auxilliary Audio Connection

**SAFETY**

Drivers Side Air Bag  
 Passenger Air Bag  
 Anti-Lock Brakes (4)  
 4 Wheel Disc Brakes  
 Traction Control  
 Stability Control  
 Front Side Impact Air Bags  
 Head/Curtain Air Bags

**Hands Free Device****SEATS**

Cloth Seats

**WHEELS**

Aluminum/Alloy Wheels

**PAINT**

Clear Coat Paint

**OTHER**

Fog Lamps

**TRUCK**

Rear Step Bumper

## Supplement of Record 1 with Summary

## Customer: Dorn Construction LLC

2013 FORD F-150 XLT Supercab 145" WB 4WD 4D P/U 6-3.5L Turbocharged Gasoline Direct Injection Silver

| Line      |                     | Oper | Description                                                                                                   | Part Number | Qty | Extended Price \$ | Labor | Paint |
|-----------|---------------------|------|---------------------------------------------------------------------------------------------------------------|-------------|-----|-------------------|-------|-------|
| 1         | #                   |      | Estimate was prepared by photos only- possible hidden damage                                                  |             | 1   |                   |       |       |
| 2         | #                   | Rpr  | Estimate prepared w/o OE documents, ppages & Calibrations                                                     |             |     |                   |       |       |
| 3         | REAR BUMPER         |      |                                                                                                               |             |     |                   |       |       |
| 4         |                     |      | O/H rear bumper                                                                                               |             |     |                   | 1.8   |       |
| 5         | **                  | S01  | Repl A/M CAPA Reinforcement w/class III hitch                                                                 | 9L3Z17D826B | 1   | 1,564.00          | Incl. |       |
|           |                     |      | Note: standard duty, chrome with park with sensors. complete assembly. lkq/keystone 8008225555 quote 13424611 |             |     |                   |       |       |
| 6         | VEHICLE DIAGNOSTICS |      |                                                                                                               |             |     |                   |       |       |
| 7         | *                   | Rpr  | Pre-repair scan                                                                                               |             |     | m                 | 0.5   | M     |
| 8         | *                   | Rpr  | Post-repair scan                                                                                              |             |     | m                 | 0.5   | M     |
| SUBTOTALS |                     |      |                                                                                                               |             |     | 1,564.00          | 2.8   | 0.0   |

**ESTIMATE TOTALS**

| Category             | Basis       |   | Rate          | Cost \$         |
|----------------------|-------------|---|---------------|-----------------|
| Parts                |             |   |               | 1,564.00        |
| Body Labor           | 1.8 hrs     | @ | \$ 70.00 /hr  | 126.00          |
| Mechanical Labor     | 1.0 hrs     | @ | \$ 159.00 /hr | 159.00          |
| Subtotal             |             |   |               | 1,849.00        |
| Sales Tax            | \$ 1,849.00 | @ | 5.5000 %      | 101.70          |
| <b>Grand Total</b>   |             |   |               | <b>1,950.70</b> |
| Deductible           |             |   |               | 500.00          |
| <b>CUSTOMER PAY</b>  |             |   |               | <b>500.00</b>   |
| <b>INSURANCE PAY</b> |             |   |               | <b>1,450.70</b> |

Attachment: Notice of Claim with Attachments (8704 - Resolution to Allow Claim of Dorn Construction LLC)  
Attachment: Supplemental Claims Documentation and Prior Resolution documentation (9028 : Resolution to Allow Supplemental Claims - Dorn

## Supplement of Record 1 with Summary

## Customer: Dorn Construction LLC

2013 FORD F-150 XLT Supercab 145" WB 4WD 4D P/U 6-3.5L Turbocharged Gasoline Direct Injection Silver

## SUPPLEMENT SUMMARY

| Line                                                                                                          | Oper | Description                                       | Part Number | Qty | Extended Price \$ | Labor      | Paint      |
|---------------------------------------------------------------------------------------------------------------|------|---------------------------------------------------|-------------|-----|-------------------|------------|------------|
| <b>Changed Items</b>                                                                                          |      |                                                   |             |     |                   |            |            |
| 5                                                                                                             | **   | Repl A/M CAPA Reinforcement w/class III hitch     | 9L3Z17D826B | 1   | -1,564.00         | Incl.      |            |
| 5                                                                                                             | **   | S01 Repl A/M CAPA Reinforcement w/class III hitch | 9L3Z17D826B | 1   | 1,564.00          | Incl.      |            |
| NOTE: standard duty, chrome with park with sensors. complete assembly. lkq/keystone 8008225555 quote 13424611 |      |                                                   |             |     |                   |            |            |
| <b>SUBTOTALS</b>                                                                                              |      |                                                   |             |     | <b>0.00</b>       | <b>0.0</b> | <b>0.0</b> |

## RATE CHANGES

Body Labor (Est) 1.8 hrs @ \$ -15.00 /hr ( 85.00 to 70.00 ) = -27.00

## TOTALS SUMMARY

| Category                       | Basis       | Rate     | Cost \$       |
|--------------------------------|-------------|----------|---------------|
| Parts                          |             |          | 0.00          |
| Additional Supplement Labor    |             |          | -27.00        |
| Subtotal                       |             |          | -27.00        |
| Sales Tax                      | \$ -27.00 @ | 5.5000 % | -1.49         |
| Additional Supplement Taxes    |             |          | 0.01          |
| <b>Total Supplement Amount</b> |             |          | <b>-28.48</b> |
| <b>NET COST OF SUPPLEMENT</b>  |             |          | <b>-28.48</b> |

## CUMULATIVE EFFECTS OF SUPPLEMENT(S)

|                       |                    |                |
|-----------------------|--------------------|----------------|
| Estimate              | 1,979.18           | Tony Perkovich |
| Supplement S01        | -28.48             | Tony Perkovich |
| <b>Job Total:</b>     | <b>\$ 1,950.70</b> |                |
| <b>CUSTOMER PAY:</b>  | <b>\$ 500.00</b>   |                |
| <b>INSURANCE PAY:</b> | <b>\$ 1,450.70</b> |                |

Attachment: Notice of Claim with Attachments (8701 : Resolution to Allow Claim of Dorn Construction LLC)  
Attachment: Supplemental Claims Documentation and Prior Resolution documentation (9028 : Resolution to Allow Supplemental Claims - Dorn



**Customer: Dorn Construction LLC**

2013 FORD F-150 XLT Supercab 145" WB 4WD 4D P/U 6-3.5L Turbocharged Gasoline Direct Injection Silver

Now that I've completed my visual inspection I can write an initial estimate for you. Part of my responsibility is to find more information from the manufacturer that is specific to your vehicle and your repair. This will take me some time but I will add this specific information to complete a comprehensive estimate and will be happy to share with you.

\*\*\*RUST REPAIRS DO NOT CARRY ANY WARRANTY\*\*\*

1.) Trubilt guarantees its repair and refinishing work for the lifetime of the vehicle under the original customer's ownership. This guarantee does not apply to exterior or interior rusting, paint chipping or areas damaged by collision or abrasion. This also excludes damage caused by owner neglect, abuse, gasoline exposure, etc.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE REPLACEMENT PARTS RATHER THAN BY THE MANUFACTURER OF YOUR MOTOR VEHICLE.

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATPC 132, WIS. ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.

Our initial estimate has been completed without OE procedures and will be done once the vehicle is scheduled. This will be done before it is submitted to the insurance company.

Wisconsin Statue: 628.46 Timely payment of claims. (1) Unless otherwise provided by law, an insurer shall promptly pay every insurance claim. A claim shall be overdue if not paid within 30 days after the insurer is furnished written notice of the fact of a covered loss and of the amount of the loss. If such written notice is not furnished to the insurer as to the entire claim, any partial amount supported by written notice is overdue if not paid within 30 days after such written notice is furnished to the insurer. Any part or all the remainder of the claim that is subsequently supported by written notice is overdue if not paid within 30 days after written notice is furnished to the insurer. Any payment shall not be deemed overdue when the insurer has reasonable proof to establish that the insurer is not responsible for the payment, notwithstanding that written notice has been furnished to the insurer. For the purpose of calculating the extent to which any claim is overdue, payment shall be treated as being made on the date a draft or other valid instrument which is equivalent to payment was placed in the U.S. mail in a properly addressed, postpaid envelope, or, if not so posted, on the date of delivery. All overdue payments shall bear simple interest at the rate of 7.5 percent per year. (2) Notwithstanding sub. (1), the payment of a claim shall not be overdue until 30 days after the insurer receives the proof of loss required under the policy or equivalent evidence of such loss. The payment of a claim shall not be overdue during any period in which the insurer is unable to pay such claim because there is no recipient who is legally able to give a valid release for such payment, or in which the insurer is unable to determine who is entitled to receive such payment, if the insurer has promptly notified the claimant of such inability and has offered in good faith to promptly pay said claim upon determination of who is entitled to receive such payment.

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATPC 132, WIS. ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.

**Customer: Dorn Construction LLC**

2013 FORD F-150 XLT Supercab 145" WB 4WD 4D P/U 6-3.5L Turbocharged Gasoline Direct Injection Silver

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE REPLACEMENT PARTS RATHER THAN BY THE MANUFACTURER OF YOUR MOTOR VEHICLE.

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR2MA09, CCC Data Date 08/09/2024, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (\*) or Double Asterisk (\*\*) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2024 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

**SYMBOLS FOLLOWING PART PRICE:**

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

**SYMBOLS FOLLOWING LABOR:**

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

**OTHER SYMBOLS AND ABBREVIATIONS:**

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. CFC=Carbon Fiber. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. STS=Stainless Steel. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.



**Supplement of Record 1 with Summary****Customer: Dorn Construction LLC**

2013 FORD F-150 XLT Supercab 145" WB 4WD 4D P/U 6-3.5L Turbocharged Gasoline Direct Injection Silver

CCC ONE Estimating - A product of CCC Intelligent Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Attachment: Notice of Claim with Attachments / 8704 - Resolution to Allow Claim of Dorn Construction LLC

Attachment: Supplemental Claims Documentation and Prior Resolution documentation (9028 : Resolution to Allow Supplemental Claims - Dorn

Supplement of Record 1 with Summary

6.1.a

6.2.b

Customer: Dorn Construction LLC

2013 FORD F-150 XLT Supercab 145" WB 4WD 4D P/U 6-3.5L Turbocharged Gasoline Direct Injection Silver

PARTS SUPPLIER LIST

| Line | Supplier                                                              | Description                                                                                        | Price       |
|------|-----------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|-------------|
| 5    | Keystone, Inc<br>60 51ST WAY NE<br>FRIDLEY MN 55421<br>(612) 789-1919 | #FO1103162DSC<br>A/M CAPA Reinforcement w/class III hitch<br>Quote: 2640679806<br>Expres: 10/14/24 | \$ 1,564.00 |

Attachment: Notice of Claim with Attachments (8701 : Resolution to Allow Claim of Dorn Construction LLC)

Attachment: Supplemental Claims Documentation and Prior Resolution documentation (9028 : Resolution to Allow Supplemental Claims - Dorn

**Supplement of Record 1 with Summary****Customer: Dorn Construction LLC**

2013 FORD F-150 XLT Supercab 145" WB 4WD 4D P/U 6-3.5L Turbocharged Gasoline Direct Injection Silver

**ALTERNATE PARTS USAGE**

2013 FORD F-150 XLT Supercab 145" WB 4WD 4D P/U 6-3.5L Turbocharged Gasoline Direct Injection Silver

VIN: 1FTFX1ET5DFA87802 Interior Color: Mileage In: 181,835 Vehicle Out:  
License: Exterior Color: Silver Mileage Out:  
State: WI Production Date: Condition: Good Job #:

| Alternate Part Type | Selection Method   | # Of Times Notified Of Available Parts | # Of Parts Selected |
|---------------------|--------------------|----------------------------------------|---------------------|
| Aftermarket         | Automatically List | 9                                      | 1                   |
| Optional OEM        | Automatically List | 0                                      | 0                   |
| Reconditioned       | Automatically List | 0                                      | 0                   |
| Recycled            | N/A                | 0                                      | 0                   |

**Customer: Dorn Construction LLC**

2013 FORD F-150 XLT Supercab 145" WB 4WD 4D P/U 6-3.5L Turbocharged Gasoline Direct Injection Silver

**RECALL INFO**

2013 FORD F-150 XLT Supercab 145" WB 4WD 4D P/U 6-3.5L Turbocharged Gasoline Direct Injection Silver

|                        |                        |                     |              |
|------------------------|------------------------|---------------------|--------------|
| VIN: 1FTFX1ET5DFA87802 | Interior Color:        | Mileage In: 181,835 | Vehicle Out: |
| License:               | Exterior Color: Silver | Mileage Out:        |              |
| State: WI              | Production Date:       | Condition: Good     | Job #:       |

The National Highway Transportation and Safety Administration (NHTSA) has issued 3 safety-related recall notice(s) that may apply to the selected vehicle.

**NHTSA ID: 19V433000      Issued: Jun 6, 19      Number of Vehicles: 00107857**

POWER TRAIN Ford Motor Company (Ford) is recalling certain 2013 F-150 vehicles equipped with 5.0L or 6.2L gasoline engines, that previously had the powertrain control module (PCM) software reprogrammed under recall 19V-075. The software used to reprogram the PCM did not have the necessary updates to prevent the transmission from unexpectedly downshifting into first gear, regardless of vehicle speed. Unexpectedly downshifting into first gear may result in a loss of vehicle control, increasing the risk of a crash. Ford will notify owners, and dealers will reprogram the powertrain control module, free of charge. The recall is expected to begin June 24, 2019. Owners may contact Ford customer service at 1-866-436-7332. Ford's number for this recall is 19S19.

**NHTSA ID: 19V075000      Issued: Feb 2, 19      Number of Vehicles: 01263051**

POWER TRAIN Ford Motor Company (Ford) is recalling certain 2011-2013 F-150 vehicles equipped with a 6-speed automatic transmission. The transmission may unexpectedly downshift into first gear, regardless of vehicle speed. Unexpectedly downshifting into first gear may result in a loss of vehicle control, increasing the risk of a crash. Ford will notify owners, and dealers will reprogram the powertrain control module, free of charge. The recall is expected to begin March 4, 2019. Owners may contact Ford customer service at 1-866-436-7332. Ford's number for this recall is 19S07.

**NHTSA ID: 16V345000      Issued: May 5, 16      Number of Vehicles: 00225012**

SERVICE BRAKES, HYDRAULIC Ford Motor Company (Ford) is recalling certain model year 2013-2014 F-150 vehicles manufactured August 1, 2013, to August 31, 2014 equipped with 3.5L engines. The master cylinder rear cup seal may roll, resulting in brake fluid leakage from the primary reservoir into the brake booster. Loss of brake fluid from the primary reservoir results in a complete loss of front brake function, increasing the risk of a crash. Ford will notify owners, and dealers will replace the brake master cylinder and, if necessary, the brake booster, free of charge. The recall is expected to begin on July 11, 2016. Owners may contact Ford customer service at 1-866-436-7332. Ford's number for this recall is 16S24.

Attachment: Notice of Claim with Attachments (8701 : Resolution to Allow Claim of Dorn Construction LLC)  
Attachment: Supplemental Claims Documentation and Prior Resolution documentation (9028 : Resolution to Allow Supplemental Claims - Dorn



|                  |                                   |
|------------------|-----------------------------------|
| Claim Number     | : 600-00-0003071N807835           |
| Version          | : E01                             |
| Image FileName   | : PHOTO4                          |
| Image Label      | : Rear                            |
| Insured          | : Dorn Construction LLC           |
| Policy Number    | : 6000043312                      |
| Claimant         | : Dorn Construction LLC           |
| Year             | : 2013                            |
| Make             | : Ford                            |
| Model            | : F-150 XLT Supercrew 145" WB 4WD |
| VIN              | : 1FTFX1ET5DFA07802               |
| Loss Date        | : 08/22/2024                      |
| Appraiser        | : TRUGILT COLLISION CENTER        |
| Photo Added Date | : 08/30/2024                      |



|                  |                                  |
|------------------|----------------------------------|
| Claim Number     | : 500-00-086387/NSD7836          |
| Version          | : E01                            |
| Image FileName   | : PHOTO21                        |
| Image Label      | : Left QP                        |
| Insured          | : Dorn Construction LLC          |
| Policy Number    | : 5000043312                     |
| Claimant         | : Dorn Construction LLC          |
| Year             | : 2013                           |
| Make             | : Ford                           |
| Model            | : F-150 XLT Supercab 148" WB 4WD |
| VIN              | : 1FTFX1ET6DFA87802              |
| Loss Date        | : 08/28/2024                     |
| Appraiser        | : TRUBILT COLLISION CENTER       |
| Photo Added Date | : 08/28/2024                     |

Attachment: Notice of Claim with Attachments (8701 : Resolution to Allow Claim of Dorn Construction LLC)  
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|                  |                                  |
|------------------|----------------------------------|
| Claim Number     | : 600-00-080327IN807835          |
| Version          | : E01                            |
| Image FileName   | : PHOTO16                        |
| Image Label      | : Left Rear                      |
| Insured          | : Dorn Construction LLC          |
| Policy Number    | : 6000043312                     |
| Claimant         | : Dorn Construction LLC          |
| Year             | : 2013                           |
| Make             | : Ford                           |
| Model            | : F-150 XLT SuperCab 145" WB 4WD |
| VIN              | : 1FTFX1ET6DFA67802              |
| Loss Date        | : 08/28/2024                     |
| Appraiser        | : TRUBILT COLLISION CENTER       |
| Photo Added Date | : 08/30/2024                     |





|                  |                                  |
|------------------|----------------------------------|
| Claim Number     | : 600-00-080357IN807835          |
| Version          | : E01                            |
| Image FileName   | : PHOTO17                        |
| Image Label      | : Right QP                       |
| Insured          | : Dorn Construction LLC          |
| Policy Number    | : 6000045312                     |
| Claimant         | : Dorn Construction LLC          |
| Year             | : 2013                           |
| Make             | : Ford                           |
| Model            | : F-150 XLT SuperCab 145" WB 4WD |
| VIN              | : 1FTFX1ET5DFA87802              |
| Loss Date        | : 08/28/2024                     |
| Appraiser        | : TRUBILT COLLISION CENTER       |
| Photo Added Date | : 08/30/2024                     |

Attachment: Notice of Claim with Attachments (8701 : Resolution to Allow Claim of Dorn Construction LLC)

Attachment: Supplemental Claims Documentation and Prior Resolution documentation (9028 : Resolution to Allow Supplemental Claims - Dorn



|                  |                                  |
|------------------|----------------------------------|
| Claim Number     | : 600-00-086387IN807835          |
| Version          | : E01                            |
| Image FileName   | : PHOTO11                        |
| Image Label      | : Right Rear                     |
| Insured          | : Dorn Construction LLC          |
| Policy Number    | : 6000043312                     |
| Claimant         | : Dorn Construction LLC          |
| Year             | : 2013                           |
| Make             | : Ford                           |
| Model            | : F-150 XLT SuperCab 146" WB 4WD |
| VIN              | : 1FTFX1ET6DFA67802              |
| Loss Date        | : 08/28/2024                     |
| Appraiser        | : TRUBILT COLLISION CENTER       |
| Photo Added Date | : 08/30/2024                     |



|                  |                                  |
|------------------|----------------------------------|
| Claim Number     | : 800-00-080387IN807835          |
| Version          | : E01                            |
| Image FileName   | : PHOTOS                         |
| Image Label      | : Photo 04                       |
| Insured          | : Dorn Construction LLC          |
| Policy Number    | : 8000043312                     |
| Claimant         | : Dorn Construction LLC          |
| Year             | : 2013                           |
| Make             | : Ford                           |
| Model            | : F-150 XLT SuperCab 145" WB 4WD |
| VIN              | : 1FTFX1ET5DFA87802              |
| Loss Date        | : 08/28/2024                     |
| Appraiser        | : TRUBILT COLLISION CENTER       |
| Photo Added Date | : 08/30/2024                     |

Attachment: Notice of Claim with Attachments (8701 : Resolution to Allow Claim of Dorn Construction LLC)

Attachment: Supplemental Claims Documentation and Prior Resolution documentation (9028 : Resolution to Allow Supplemental Claims - Dorn



|                  |                                  |
|------------------|----------------------------------|
| Claim Number     | : 600-00-080387INS07835          |
| Version          | : E01                            |
| Image FileName   | : PHOTO22                        |
| Image Label      | : Photo 05                       |
| Insured          | : Dorn Construction LLC          |
| Policy Number    | : 6000043312                     |
| Claimant         | : Dorn Construction LLC          |
| Year             | : 2013                           |
| Make             | : Ford                           |
| Model            | : F-150 XLT Supercab 146" WB 4WD |
| VIN              | : 1FTFX1ET5DFA07802              |
| Loss Date        | : 08/28/2024                     |
| Appraiser        | : TRUBILT COLLISION CENTER       |
| Photo Added Date | : 08/30/2024                     |



|                  |                                  |
|------------------|----------------------------------|
| Claim Number     | : 600-00-080387IN807836          |
| Version          | : E01                            |
| Image FileName   | : PHOTO9                         |
| Image Label      | : Photo 02                       |
| Insured          | : Dorn Construction LLC          |
| Policy Number    | : 6000043312                     |
| Claimant         | : Dorn Construction LLC          |
| Year             | : 2013                           |
| Make             | : Ford                           |
| Model            | : F-150 XLT Supercab 145" WB 4WD |
| VIN              | : 1FTFX1ET5DFA87802              |
| Loss Date        | : 08/28/2024                     |
| Appraiser        | : TRUBILT COLLISION CENTER       |
| Photo Added Date | : 08/30/2024                     |

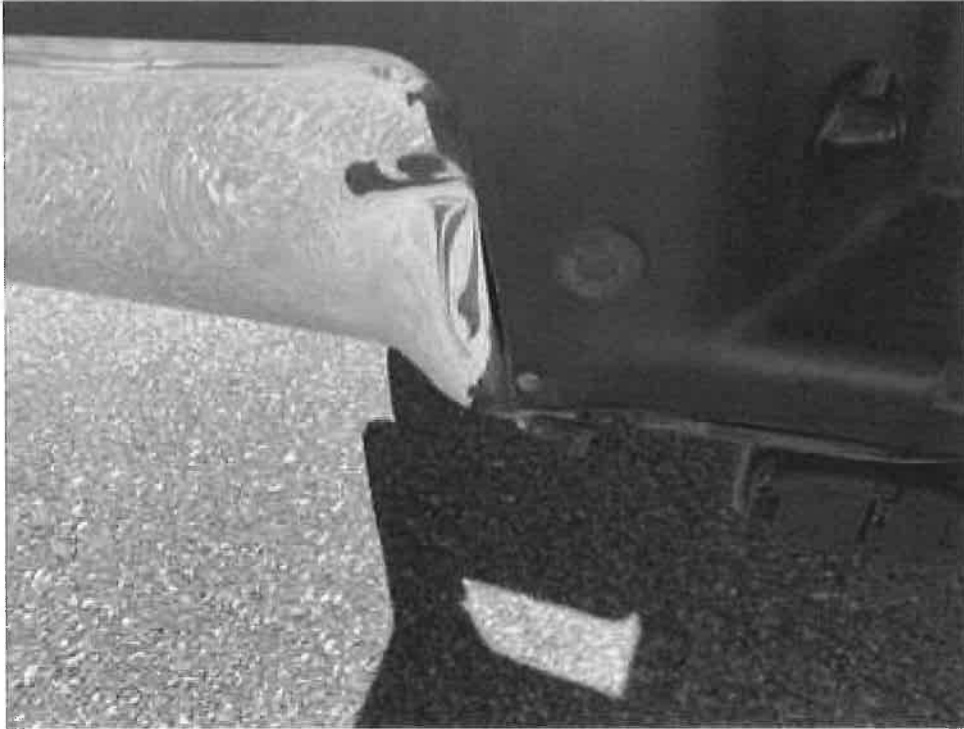
Attachment: Notice of Claim with Attachments (8701 : Resolution to Allow Claim of Dorn Construction LLC)

Attachment: Supplemental Claims Documentation and Prior Resolution documentation (9028 : Resolution to Allow Supplemental Claims - Dorn





|                  |                                   |
|------------------|-----------------------------------|
| Claim Number     | : 600-00-086387IN507838           |
| Version          | : E01                             |
| Image FileName   | : PHOTO20                         |
| Image Label      | : Photo 01                        |
| Insured          | : Dorn Construction LLC           |
| Policy Number    | : 60000433.12                     |
| Claimant         | : Dorn Construction LLC           |
| Year             | : 2013                            |
| Make             | : Ford                            |
| Model            | : F-150 XLT Supercrew 145" WB 4WD |
| VIN              | : 1FTFX1ET6DFA87802               |
| Loss Date        | : 08/22/2024                      |
| Appraiser        | : FRUBILT COLLISION CENTER        |
| Photo Added Date | : 08/30/2024                      |



|                  |                                  |
|------------------|----------------------------------|
| Claim Number     | : 600-00-080387INSD7835          |
| Version          | : E01                            |
| Image FileName   | : PHOTO19                        |
| Image Label      | : Photo 03                       |
| Insured          | : Dorn Construction LLC          |
| Policy Number    | : 6000043312                     |
| Claimant         | : Dorn Construction LLC          |
| Year             | : 2013                           |
| Make             | : Ford                           |
| Model            | : F-150 XLT Supercab 145" WB 4WD |
| VIN              | : 1FTFX1ET5DFA87802              |
| Loss Date        | : 08/28/2024                     |
| Appraiser        | : TRUBILT COLLISION CENTER       |
| Photo Added Date | : 08/30/2024                     |

Attachment: Notice of Claim with Attachments (8701 : Resolution to Allow Claim of Dorn Construction LLC)

Attachment: Supplemental Claims Documentation and Prior Resolution documentation (9028 : Resolution to Allow Supplemental Claims - Dorn





|                  |                                  |
|------------------|----------------------------------|
| Claim Number     | : 000-00-0000071N607635          |
| Version          | : E01                            |
| Image FileName   | : PHOTO23                        |
| Image Label      | : Photo 08                       |
| Insured          | : Dorn Construction LLC          |
| Policy Number    | : 0000043312                     |
| Claimant         | : Dorn Construction LLC          |
| Year             | : 2013                           |
| Make             | : Ford                           |
| Model            | : F-150 XLT Supercab 145" WB 4WD |
| VIN              | : 1FTFX1ET5DFA87802              |
| Loss Date        | : 08/28/2024                     |
| Appraiser        | : TRUBILT COLLISION CENTER       |
| Photo Added Date | : 08/30/2024                     |

Attachment: Notice of Claim with Attachments (8704 - Resolution to Allow Claim of Dorn Construction LLC)

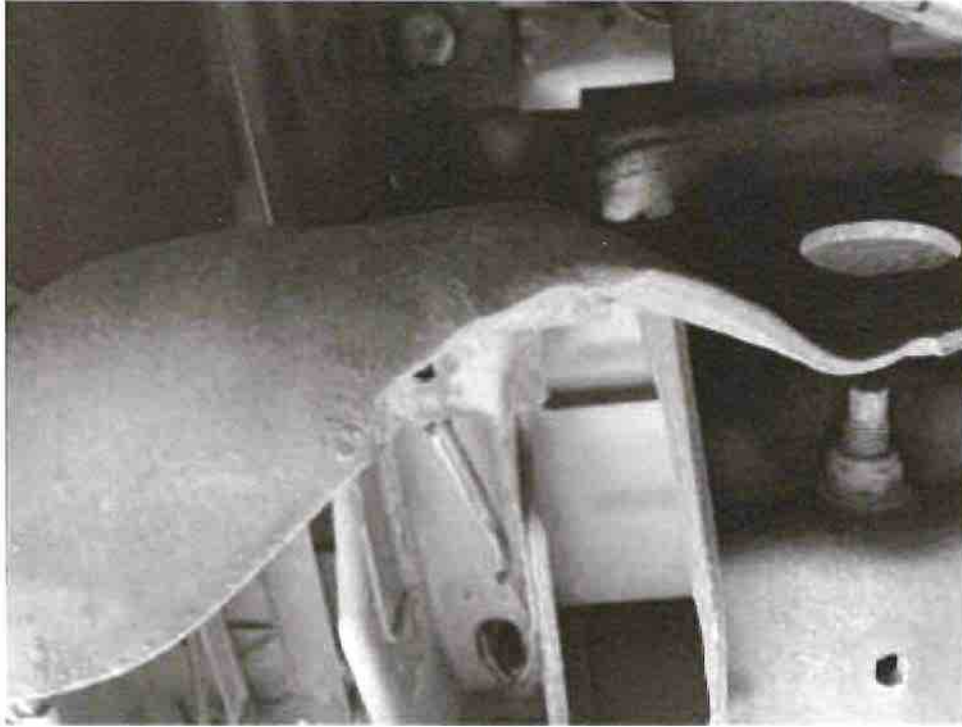
Attachment: Supplemental Claims Documentation and Prior Resolution documentation (9028 : Resolution to Allow Supplemental Claims - Dorn



|                  |                                  |
|------------------|----------------------------------|
| Claim Number     | : 800-00-086327INSD7835          |
| Version          | : E01                            |
| Image FileName   | : PHOTO3                         |
| Image Label      | : Photo 08                       |
| Insured          | : Dorn Construction LLC          |
| Policy Number    | : 5000043312                     |
| Claimant         | : Dorn Construction LLC          |
| Year             | : 2013                           |
| Make             | : Ford                           |
| Model            | : F-150 XLT Supercab 145" WB 4WD |
| VIN              | : 1FTFX1ET5DFA87802              |
| Loss Date        | : 08/28/2024                     |
| Appraiser        | : TRUBILT COLLISION CENTER       |
| Photo Added Date | : 08/30/2024                     |

Attachment: Notice of Claim with Attachments (8701 : Resolution to Allow Claim of Dorn Construction LLC)

Attachment: Supplemental Claims Documentation and Prior Resolution documentation (9028 : Resolution to Allow Supplemental Claims - Dorn



|                  |                                  |
|------------------|----------------------------------|
| Claim Number     | : 600-00-080337IN807835          |
| Version          | : E01                            |
| Image FileName   | : PHOTO14                        |
| Image Label      | : Photo 07                       |
| Insured          | : Dorn Construction LLC          |
| Policy Number    | : 6000043312                     |
| Claimant         | : Dorn Construction LLC          |
| Year             | : 2013                           |
| Make             | : Ford                           |
| Model            | : F-150 XLT Supercab 145" WB 4WD |
| VIN              | : 1FTFX1ET5DFA87802              |
| Loss Date        | : 08/28/2024                     |
| Appraiser        | : TRUBILT COLLISION CENTER       |
| Photo Added Date | : 08/30/2024                     |

CHIPPEWA COUNTY COURT HOUSE ATTN: DEB  
711 N BRIDGE ST  
CHIPPEWA FALLS, WI 54729-1802

Our Claim Number : 500-00-085387  
Our Insured : Dorn Construction LLC  
Date of Loss : 08/28/2024  
Your Claim Number :  
Your Insured : Mark Roshell

Please accept this letter as notice of our recovery rights. The provision for our rights to recovery is set forth under coverage of our Insured's policy.

When we have concluded our payments, we will forward our supporting papers.

**Please be sure to reference the Claim Number, 500-00-085387, on all correspondence to ensure proper routing.**

Motorists Commercial Mutual Insurance Company, a member of Encova Mutual Insurance Group

Alix Chavez  
Claims Resolution Specialist  
Primary Phone: (614) 629-3497  
Email: [claims@encova.com](mailto:claims@encova.com)

Enclosure(s)

CC: Mark Roshell



For tips on ordering visit:  
statetips.lexisnexisrisk.com

For Customer Support refer to the  
appropriate platform below:

**Police Records Retrieval**

800-934-9698

PoliceRecords.support@lexisnexisrisk.com

**Accurint for Insurance**

866-277-8407

Accurint.support@lexisnexisrisk.com

PAGE COUNT: 7

CLIENT: 6311  
DIVISION: COLUMBUS  
ADJUSTER: ALIX.CHAVEZ@ENCOVA.C  
CLAIM: 500-00-085387

TRANSACTION #: 2799385953

DATE: 09/10/2024

DATE OF LOSS: 08/28/2024

TIME OF LOSS: 2024-08-28T0

STREET: HWY 53 SB CLAIRMONT AVE

CITY: EAU CLAIRE

COUNTY: EAU CLAIRE

STATE: WI

INVESTIGATING AGENCY: ALTOONA PD

REPORT NUMBER: 24AL02517

REPORT TYPE: AUTOACCIDENT

PARTY1: JON DORN

PARTY2: UNKNOWN CLAIMANT DRIVER

PARTY3:

CAR: F150 MAKE: FORD YEAR: 2013

TAG: DL5168

ADDITIONAL INFO:

NOTE:

THANK YOU FOR YOUR ORDER!

Attachment: Additional Claim information from Claimant (8701 : Resolution to Allow Claim of Dorn Construction LLC)  
Attachment: Supplemental Claims Documentation and Prior Resolution documentation (9028 : Resolution to Allow Supplemental Claims - Dorn



1VL1J2PGHW  
24AL02517

# WISCONSIN MOTOR VEHICLE CRASH REPORT

ALTOONA POLICE DEPARTMENT  
1904 SPOONER AVENUE  
ALTOONA, WI 54720  
(715) 839-6090

1VL1J2PGHW

|                                                |                    |                                       |                          |                                   |  |                                                       |                    |
|------------------------------------------------|--------------------|---------------------------------------|--------------------------|-----------------------------------|--|-------------------------------------------------------|--------------------|
| Document Number Override                       |                    | Primary Crash Document #              |                          | Agency Crash Number<br>1VL1J2PGHW |  | Investigating Officer/Deputy<br>OFFICER JOSEPH KRANIG |                    |
| Crash Date<br>08/28/2024                       |                    | Crash Time<br>04:28 PM                |                          | Date Arrived<br>08/29/2024        |  | Time Arrived<br>04:35 PM                              |                    |
| Date Notified<br>08/28/2024                    |                    | Time Notified<br>04:30 PM             |                          | Total Units<br>02                 |  | Total Injured<br>00                                   | Total Killed<br>00 |
| On Emergency                                   | Hit and Run        | Lane Closure                          | Work Zone                | Trailer or Towed                  |  | Reporting Threshold                                   |                    |
| Government Property                            | Active School Zone |                                       | School Bus Related<br>NO | Tags                              |  |                                                       |                    |
| <input checked="" type="checkbox"/> Reportable |                    | Crash Type<br>DT4000 (STANDARD CRASH) |                          | Amended                           |  | Secondary Crash                                       |                    |

## Description

|                |                                                   |
|----------------|---------------------------------------------------|
| <p>Diagram</p> | Reconstruction By                                 |
|                | Photos By<br>KRANIG                               |
|                | Additional Information<br>PHOTOS, OTHER DOCUMENTS |

☒ I, a sworn law enforcement officer, agree that I have not added any CJIS data in this report.

UNIT 1 AND UNIT 2 WERE IN THE OFFRAMP LANE TO GO FROM SOUTHBOUND 53 FREEWAY TO WESTBOUND USH 12/CLAIREMONT AVE. THERE WAS A FLASHING YELLOW LIGHT. UNIT 2 STARTED TO GO THEN STOPPED FOR TRAFFIC. UNIT 1 STARTED TO GO AFTER UNIT 2 STARTED TO GO. UNIT 1 THEN STRUCK UNIT 2 WHEN UNIT 2 STOPPED.

1VL1J2PGHW  
24AL02517

WISCONSIN MOTOR VEHICLE  
CRASH REPORT

ALTOONA POLICE DEPARTMENT  
1904 SPOONER AVENUE  
ALTOONA, WI 54720  
(715) 839-6090

Location

|                                                                                               |                                |                           |
|-----------------------------------------------------------------------------------------------|--------------------------------|---------------------------|
| ON RAMP USH53 SB<br>221 FT E<br>OF USH12 WB<br>IN THE CITY OF ALTOONA<br>IN EAU CLAIRE COUNTY | Latitude<br>44.795310033       | Longitude<br>-91.45674864 |
|                                                                                               | X Coordinate<br>147488.8125    | Y Coordinate<br>4969882   |
|                                                                                               | Structure Type<br>NO STRUCTURE |                           |

Crash Scene

|                                                    |                                                                |                                          |
|----------------------------------------------------|----------------------------------------------------------------|------------------------------------------|
| First Harmful Event<br>MOTOR VEH IN TRANSPORT      | First Harmful Event Location<br>ON ROADWAY                     |                                          |
| Manner of Collision<br>03 - FRONT TO REAR          | Light Condition<br>DAYLIGHT                                    |                                          |
| Road Surface Condition(s)<br>DRY                   | Roadway Factor(s)                                              |                                          |
| Environment Factor(s)<br>NONE                      | NONE                                                           |                                          |
| Weather Condition(s)<br>CLOUDY                     |                                                                |                                          |
| Animal Type                                        | Relation To Trafficway<br>TRAFFICWAY - ON ROAD                 |                                          |
| Crash Classification - Location<br>PUBLIC PROPERTY | Crash Classification - Jurisdiction<br>NO SPECIAL JURISDICTION |                                          |
| Tribal Land                                        | Access Control<br>FULL CONTROL                                 | Special Study                            |
| Within Interchange Area<br>YES                     | Junction Location<br>EXIT RAMP                                 | Intersection Type<br>NOT AN INTERSECTION |

Unit Summary

|            |                                                              |                                                |                                               |                     |                         |
|------------|--------------------------------------------------------------|------------------------------------------------|-----------------------------------------------|---------------------|-------------------------|
| UNIT<br>01 | Unit Status<br>IN TRANSIT                                    | Vehicle Operating As Classification<br>D CLASS | Unit Type<br>AUTOMOBILE                       |                     |                         |
|            | Vehicle Type<br>PASSENGER VAN                                | Operating As Endorsements                      |                                               |                     |                         |
|            | Total Occs<br>1                                              | Train/Bus # Recorded                           | Total # Citations Issued<br>1                 | Total Trailers<br>0 | Total HazMat Types<br>0 |
|            | Insurance?<br>YES                                            | Direction Of Travel<br>SOUTHBOUND              | Pre Crash Tire Mark                           | Speed Limit<br>45   | Total Lanes<br>1        |
|            | Most Harmful Event: Collision With<br>MOTOR VEH IN TRANSPORT | Special Function<br>NO SPECIAL FUNCTION        | Emergency Motor Vehicle Use<br>NOT APPLICABLE |                     |                         |
|            | Traffic Way<br>ONE-WAY TRAFFIC                               | Traffic Control<br>TRAFFIC SIGNAL FLASH        | Traffic Control Inoperative/Missing<br>NO     |                     |                         |
|            | Surface Type<br>CONCRETE                                     | Road Curvature<br>CURVE RIGHT                  | Road Grade<br>UPHILL                          |                     |                         |
|            | Truck Bus or HazMat<br>NO                                    |                                                |                                               |                     |                         |

Vehicle

|                             |                                                    |                               |              |                                      |
|-----------------------------|----------------------------------------------------|-------------------------------|--------------|--------------------------------------|
| UNIT<br>01<br>VEHICLE<br>01 | License Plate Number<br>98783                      | Plate Type<br>MUN - MUNICIPAL | St<br>WI     | Country of Issuance<br>UNITED STATES |
|                             | Vehicle Identification Number<br>2C4RDGBG8JR251127 | Make<br>DODGE                 | Year<br>2018 | Model<br>GRAND CARA                  |
|                             | Color<br>GRY - GRAY                                | Body Style<br>VN - VAN        | Bus Use      |                                      |
|                             | Initial Contact Point<br>12 - FRONT                | Vehicle Damage                |              |                                      |
|                             | Extent Of Damage<br>DISABLING DAMAGE               | 01 - RIGHT FRONT CORNER       |              |                                      |





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24AL02517

WISCONSIN MOTOR VEHICLE  
CRASH REPORT

ALTOONA POLICE DEPARTMENT  
1904 SPOONER AVENUE  
ALTOONA, WI 54720  
(715) 839-6090

|                                        |                                                        |                                                         |                                                                                    |                          |                                   |  |
|----------------------------------------|--------------------------------------------------------|---------------------------------------------------------|------------------------------------------------------------------------------------|--------------------------|-----------------------------------|--|
| UNIT<br>VEHICLE                        | Towed Due To Damage<br>TOWED DUE TO DISABLING DAMAGE   |                                                         | Vehicle Removed By<br>STEVES                                                       |                          |                                   |  |
|                                        | What Driver Was Doing<br>RIGHT TURN                    |                                                         | Vehicle Factors                                                                    |                          |                                   |  |
|                                        | Driver Prior Action Other                              |                                                         | NOT APPLICABLE                                                                     |                          |                                   |  |
|                                        | Driver Actions<br>FOLLOWING TOO CLOSE                  |                                                         |                                                                                    |                          |                                   |  |
| 01<br>01                               | Owner Name<br>CHIPPEWA COUNTY HIGHWAY DEPT             |                                                         | Owner Address<br>801 E GRAND AVE<br>CHIPPEWA FALLS, WI 54729 , US                  |                          |                                   |  |
|                                        | Sequence Of Events                                     |                                                         |                                                                                    |                          |                                   |  |
| 01<br>02<br>03<br>04                   | Event<br>MOTOR VEH IN TRANSPORT                        |                                                         |                                                                                    |                          |                                   |  |
|                                        | Event                                                  |                                                         |                                                                                    |                          |                                   |  |
|                                        | Event                                                  |                                                         |                                                                                    |                          |                                   |  |
|                                        | Event                                                  |                                                         |                                                                                    |                          |                                   |  |
| UNIT<br>INDIVIDUAL                     | Policy Holder                                          |                                                         |                                                                                    |                          |                                   |  |
|                                        | Insurance Company<br>WISCONSIN-MUNICIPAL-MUTUAL-INS-CO |                                                         | GOVERNMENT<br>CHIPPEWA COUNTY HIGHWAY DEPT                                         |                          |                                   |  |
| 01<br>001                              | Individual                                             |                                                         |                                                                                    |                          |                                   |  |
|                                        | DRIVER<br>MARK D ROSHELL<br>(715) 202-0822             |                                                         | Citations Issued<br>1                                                              | Sex<br>MALE              |                                   |  |
|                                        | Date of Birth<br>09/11/1967                            |                                                         | Race<br>WHITE                                                                      |                          |                                   |  |
|                                        | Address<br>27345 110TH AVE.<br>CADOTT, WI 54727 , US   |                                                         | Driver License Number<br>R2405446733107<br>STATE: WISCONSIN COUNTRY: UNITED STATES |                          |                                   |  |
| 01<br>001                              | Safety Equipment                                       |                                                         | On Duty Crash                                                                      |                          | Safety Equipment                  |  |
|                                        | Row<br>01 - FRONT ROW                                  | Seat Position<br>07 - LEFT                              | SHOULDER & LAP BELT                                                                |                          |                                   |  |
|                                        | Helmet Use                                             |                                                         | Helmet Compliance                                                                  |                          |                                   |  |
|                                        | Eye Protection                                         |                                                         | Tint Compliance                                                                    |                          |                                   |  |
|                                        | Injury                                                 | Injury Severity<br>NO APPARENT INJURY                   |                                                                                    | Airbag<br>DEPLOYED-FRONT |                                   |  |
|                                        |                                                        | Ejected<br>NOT EJECTED                                  | Ejection Path<br>NOT EJECTED/NOT APPLICABLE                                        |                          | Trapped/Extricated<br>NOT TRAPPED |  |
|                                        | Medical Transport<br>NOT TRANSPORTED                   |                                                         | EMS Agency Identifier                                                              |                          | EMS Run #                         |  |
|                                        | Hospital                                               |                                                         | Date of Death                                                                      |                          | Time of Death                     |  |
| Distracted By                          |                                                        | Distracted By Source<br>NOT APPLICABLE (NOT DISTRACTED) |                                                                                    |                          |                                   |  |
| Distracted By Action<br>NOT DISTRACTED |                                                        |                                                         |                                                                                    |                          |                                   |  |

1VL1J2PGHW  
24AL02517

WISCONSIN MOTOR VEHICLE  
CRASH REPORT

ALTOONA POLICE DEPARTMENT  
1904 SPOONER AVENUE  
ALTOONA, WI 54720  
(715) 839-6090

|                                 |                                         |                             |                              |                                                 |
|---------------------------------|-----------------------------------------|-----------------------------|------------------------------|-------------------------------------------------|
| UNIT<br>INDIVIDUAL<br>01<br>001 | Non Motorist                            | Striking Unit #             | Location                     |                                                 |
|                                 | Prior Action                            |                             |                              |                                                 |
|                                 | Action                                  |                             |                              |                                                 |
|                                 | Action Other                            |                             |                              |                                                 |
|                                 | To/From School                          |                             |                              |                                                 |
|                                 | Drug & Alcohol                          | Suspected Alcohol Use<br>NO | Suspected Drug Use<br>NO     |                                                 |
|                                 | Alcohol Test Given<br>TEST NOT GIVEN    |                             | Alcohol Test Type            | Alcohol Test Results                            |
|                                 | Drug Test Given<br>TEST NOT GIVEN       |                             | Drug Test Type               | Drug Test Results                               |
|                                 | Drug Type                               |                             |                              |                                                 |
|                                 | Individual Condition<br>APPEARED NORMAL |                             |                              |                                                 |
| 01                              | Violations                              |                             |                              |                                                 |
|                                 | UTC Number<br>BH6007396                 | Issue To?<br>001            | Statute Number<br>346.14(1m) | Description<br>AUTOMOBILE FOLLOWING TOO CLOSELY |

Unit Summary

|            |                                                              |                                                |                                         |                           |                                               |
|------------|--------------------------------------------------------------|------------------------------------------------|-----------------------------------------|---------------------------|-----------------------------------------------|
| UNIT<br>02 | Unit Status<br>IN TRANSIT                                    | Vehicle Operating As Classification<br>D CLASS |                                         | Unit Type<br>TRUCK        |                                               |
|            | Vehicle Type<br>UTILITY TRUCK/PICKUP TRUCK                   |                                                |                                         | Operating As Endorsements |                                               |
|            | Total Occs<br>1                                              | Train/Bus # Recorded                           | Total # Citations Issued<br>0           | Total Trailers<br>0       | Total HazMat Types<br>0                       |
|            | Insurance?<br>YES                                            | Direction Of Travel<br>WESTBOUND               | Pre CrashTire<br>Mark                   | Speed Limit<br>45         | Total Lanes<br>1                              |
|            | Most Harmful Event: Collision With<br>MOTOR VEH IN TRANSPORT |                                                | Special Function<br>NO SPECIAL FUNCTION |                           | Emergency Motor Vehicle Use<br>NOT APPLICABLE |
|            | Traffic Way<br>ONE-WAY TRAFFIC                               |                                                | Traffic Control<br>TRAFFIC SIGNAL       |                           | Traffic Control Inoperative/Missing<br>NO     |
|            | Surface Type<br>CONCRETE                                     |                                                | Road Curvature<br>CURVE RIGHT           |                           | Road Grade<br>UPHILL                          |
|            | Truck Bus or HazMat<br>NO                                    |                                                |                                         |                           |                                               |

Vehicle

|          |                                                    |                                 |              |                                      |
|----------|----------------------------------------------------|---------------------------------|--------------|--------------------------------------|
| 02<br>02 | License Plate Number<br>VK1111                     | Plate Type<br>LTK - LIGHT TRUCK | St<br>WI     | Country of Issuance<br>UNITED STATES |
|          | Vehicle Identification Number<br>1FTFX1ET5DFA87802 | Make<br>FORD                    | Year<br>2013 | Model<br>F150                        |
|          | Color<br>GRY - GRAY                                | Body Style<br>PK - PICKUP       | Bus Use      |                                      |
|          | Initial Contact Point<br>06 - REAR                 |                                 |              |                                      |



1VL1J2PGHW  
24AL02517

# WISCONSIN MOTOR VEHICLE CRASH REPORT

ALTOONA POLICE DEPARTMENT  
1904 SPOONER AVENUE  
ALTOONA, WI 54720  
(715) 839-6090

|                    |                                                                                    |                                             |                                                                  |               |
|--------------------|------------------------------------------------------------------------------------|---------------------------------------------|------------------------------------------------------------------|---------------|
| UNIT<br>VEHICLE    | Extent Of Damage<br>FUNCTIONAL DAMAGE                                              |                                             | Vehicle Damage<br>06 - REAR                                      |               |
|                    | Towed Due To Damage<br>NOT TOWED                                                   |                                             | Vehicle Removed By<br>OPERATOR                                   |               |
|                    | What Driver Was Doing<br>RIGHT TURN                                                |                                             | Vehicle Factors                                                  |               |
|                    | Driver Prior Action Other                                                          |                                             | NOT APPLICABLE                                                   |               |
| UNIT<br>VEHICLE    | Driver Actions<br>NO CONTRIBUTING ACTION                                           |                                             |                                                                  |               |
|                    | Owner Name<br>JONATHAN ALLEN DORN<br>(715) 577-6605                                |                                             | Owner Address<br>3437 BRIARCREST DR<br>EAU CLAIRE, WI 54701 , US |               |
| UNIT<br>02         | Sequence Of Events                                                                 |                                             |                                                                  |               |
|                    | 01                                                                                 | Event<br>MOTOR VEH IN TRANSPORT             |                                                                  |               |
|                    | 02                                                                                 | Event                                       |                                                                  |               |
|                    | 03                                                                                 | Event                                       |                                                                  |               |
| UNIT<br>04         | Event                                                                              |                                             |                                                                  |               |
|                    | Policy Holder                                                                      |                                             |                                                                  |               |
| UNIT<br>INDIVIDUAL | Insurance Company<br>ENCOVA                                                        |                                             | INDIVIDUAL<br>JONATHAN DORN                                      |               |
|                    | Individual                                                                         |                                             |                                                                  |               |
| UNIT<br>002        | DRIVER<br>JONATHAN ALLEN DORN                                                      |                                             | Citations Issued<br>0                                            | Sex<br>MALE   |
|                    | Address<br>3437 BRIARCREST DR<br>EAU CLAIRE, WI 54701 , US                         |                                             | Date of Birth<br>10/21/1980                                      | Race<br>WHITE |
| UNIT<br>002        | Driver License Number<br>D6504218038104<br>STATE: WISCONSIN COUNTRY: UNITED STATES |                                             |                                                                  |               |
|                    | Safety Equipment                                                                   |                                             |                                                                  |               |
| UNIT<br>002        | On Duty Crash                                                                      |                                             | Safety Equipment                                                 |               |
|                    | Row<br>01 - FRONT ROW                                                              | Seat Position<br>07 - LEFT                  | SHOULDER & LAP BELT                                              |               |
| UNIT<br>002        | Helmet Use                                                                         |                                             | Helmet Compliance                                                |               |
|                    | Eye Protection                                                                     |                                             | Tint Compliance                                                  |               |
| UNIT<br>002        | Injury<br>NO APPARENT INJURY                                                       |                                             | Airbag<br>NON DEPLOYED                                           |               |
|                    | Ejected<br>NOT EJECTED                                                             | Ejection Path<br>NOT EJECTED/NOT APPLICABLE | Trapped/Extricated<br>NOT TRAPPED                                |               |
| UNIT<br>002        | Medical Transport<br>NOT TRANSPORTED                                               |                                             | EMS Agency Identifier                                            | EMS Run #     |
|                    | Hospital                                                                           |                                             | Date of Death                                                    | Time of Death |

1VL1J2PGHW  
24AL02517

# WISCONSIN MOTOR VEHICLE CRASH REPORT

ALTOONA POLICE DEPARTMENT  
1904 SPOONER AVENUE  
ALTOONA, WI 54720  
(715) 839-6090

UNIT

INDIVIDUAL

02

002

|                                         |                 |                                                         |                          |
|-----------------------------------------|-----------------|---------------------------------------------------------|--------------------------|
| Distracted By                           |                 | Distracted By Source<br>NOT APPLICABLE (NOT DISTRACTED) |                          |
| Distracted By Action<br>NOT DISTRACTED  |                 |                                                         |                          |
| Non Motorist                            | Striking Unit # | Location                                                |                          |
| Prior Action                            |                 |                                                         |                          |
| Action                                  |                 |                                                         |                          |
| Action Other                            |                 |                                                         | To/From School           |
| Drug & Alcohol                          |                 | Suspected Alcohol Use<br>NO                             | Suspected Drug Use<br>NO |
| Alcohol Test Given<br>TEST NOT GIVEN    |                 | Alcohol Test Type                                       | Alcohol Test Results     |
| Drug Test Given<br>TEST NOT GIVEN       |                 | Drug Test Type                                          | Drug Test Results        |
| Drug Type                               |                 |                                                         |                          |
| Individual Condition<br>APPEARED NORMAL |                 |                                                         |                          |





## Process for Handling Claims Against the County

### WMMIC – Wisconsin Municipal Mutual Insurance Company

- Chippewa County is part owner of the insurance company, Wisconsin Municipal Mutual Insurance Company (WMMIC), which provides liability protection to the county. This includes general liability, auto and public official's errors and omissions coverage along with actions such as employment practices, auto accidents, law enforcement liability, ministerial and discretionary acts completed by our employees and elected officials.
- Chippewa County has been a founding member since WMMIC was formed in 1988.

### Deborah Blevins – Corporation Counsel Legal Assistant

- In addition to general duties with the Corporation Counsel office, Blevins manages the liability insurance for Chippewa County.
- Since 2019, Blevins serves as Chippewa County's official representative with WMMIC and serves as a member of the WMMIC Claims Committee.
  - Attends WMMIC's quarterly meetings and yearly board meetings.
    - At the quarterly meetings, all members are present for each committee meeting (Claims, Underwriting, Finance, and Board of Directors), thereby affording everyone a clear understanding of what is happening within WMMIC.
- Processes and administers all claims (personal injury, vehicle, volunteer, etc.) for County (except workers comp)
- Drafts/Presents resolutions for allowance/disallowance of claims to Executive Committee and County Board
- Works with insurance carriers to recover funds for damages caused by third parties (prepare small claims actions).

### Chippewa County Ordinance

Ordinance Sec 2-60(l)(3) Meetings of the County Board:

- Payment of claim against county. The Executive Committee is authorized to settle claims not to exceed \$10,000 as provided in Wis. Stats. §59.52(12)(a). The Corporation Counsel is authorized to settle claims not to exceed \$500 as provided for in Wis. Stats. §59.52(12)(b). When any claim against the county is allowed by the Board, it shall be the duty of the clerk to prepare a warrant or order on the treasurer for payment of the claim, such warrant or order to be signed by the clerk and countersigned by the Administrator.

### Resolutions to Allow or Disallow a Claim

- When claims are brought to the Executive Committee/County Board for allowance or disallowance, the matter has been thoroughly investigated by Blevins and the WMMIC Claim Representative. Discussions on the matter have taken place and relevant state statutes have been reviewed with regard to liability, if any, for the County.
- Notice of claims are presented to the County Clerk who then forwards them to Blevins. From there Blevins enters the claim into the system for the insurance company who then assigns an adjuster. WMMIC will then research it and provide a recommendation.
- If the County Board approves disallowing a claim, that simply limits the amount of time the claimant has to file a lawsuit, it does not otherwise prohibit the claimant from filing a lawsuit. The timeline for filing a lawsuit reduces from the time allowed under the applicable statute of limitations for the particular claim down to 6 months.

### Risk/Consequences of Not Following WMMIC's Recommendation

If Chippewa County does not follow the recommendations of the Wisconsin Municipal Mutual Insurance Company (WMMIC), several concerns could arise:

- **Increased Financial Exposure:** Failure to comply with WMMIC's recommendations may leave the county vulnerable to costly lawsuits and liability claims. This could significantly increase the county's financial burden, as WMMIC may not cover claims if the county is found to have neglected risk management advice.
- **Loss of Liability Coverage:** If Chippewa County repeatedly ignores WMMIC's advice, there is a risk that the county could lose its coverage or face higher premiums, affecting its ability to secure adequate insurance in the future.
- **Potential Legal Consequences:** Ignoring WMMIC's guidance could result in non-compliance with state laws or regulations, exposing the county to legal penalties or sanctions.
- **Strain on County Resources:** Without proper coverage or by facing more claims, the county's resources could be diverted away from other important services to handle litigation or pay for damages out of pocket.

It is essential that Chippewa County maintain alignment with WMMIC's recommendations to mitigate these risks and protect both the county and its employees.



**STATEMENT OF EXPLANATION**

Resolution No. 23 - 25

**RES. 23-25: RESOLUTION TO DISALLOW CLAIM OF OPTUMRX, INC. -  
TODD PAULS**

On May 1, 2025, OptumRx, Inc. ("OptumRx") filed a claim against the County pursuant to Wisconsin Statute § 893.80. OptumRx is claiming that attorneys representing Chippewa County and 66 other Wisconsin counties in ongoing opioid litigation (*In re: Opioid Litigation, MDL 2804*) in the Northern District of Ohio have moved for leave to amend their complaint to add OptumRx as a defendant. OptumRx asserts that State law permits a county to sue only based on an action of the County Board of Supervisors or pursuant to an ordinance or resolution adopted by the County Board of Supervisors. OptumRx further asserts that Chippewa County has not, through action of the Chippewa County Board of Supervisors or pursuant to a resolution or ordinance, authorized a lawsuit against OptumRx, a pharmacy benefits manager. The damages being sought by OptumRx, Inc. is that Chippewa County take all necessary steps to remove the claims asserted in the County's name against OptumRx and its affiliate companies in the Opioid Litigation, or have the claims removed from the underlying litigation, and/or withdraw the Motion to Amend the Complaint to add OptumRx as a defendant to the case.

On June 10, 2025, the Chippewa County Board of Supervisors passed Resolution 15-25: Resolution Confirming and Ratifying the Authority of Counsel for Chippewa County to Add Additional Defendants to the Opioid Litigation, including but not limited to OptumRx.

Upon review of the claim by the County's outside Counsel and based upon the passage Resolution 15-25 by the Chippewa County Board of Supervisors, it is the recommendation of the County's outside Counsel that the County, to the extent this is a valid claim under Wis. Stat. §893.80, disallows the claim. The County reserves all rights to assert the claim is not a valid claim under Wis. Stat. §893.80 and preserves all defenses in that regard.

## Resolution No. 23 - 25

**RES. 23-25: RESOLUTION TO DISALLOW CLAIM OF OPTUMRX, INC. - TODD PAULS**

WHEREAS, on May 1, 2025, OptumRx, Inc. ("OptumRx") filed a Notice of Claim with the Chippewa County Clerk's Office; and

WHEREAS, the Notice of Claim states that OptumRx is claiming that attorneys representing Chippewa County and 66 other Wisconsin counties in ongoing opioid litigation (*In re: Opioid Litigation, MDL 2804*) in the Northern District of Ohio have moved for leave to amend their complaint to add OptumRx as a defendant. OptumRx asserts that State law permits a county to sue only based on an action of the County Board of Supervisors or pursuant to an ordinance or resolution adopted by the County Board of Supervisors. Optum Rx further asserts that Chippewa County has not, through action of the Chippewa County Board of Supervisors or pursuant to a resolution of ordinance, authorized a lawsuit against OptumRx, a pharmacy benefits manager; and

WHEREAS, on June 10, 2025, the Chippewa County Board of Supervisors passed Resolution 15-25: Resolution Confirming and Ratifying the authority of counsel for Chippewa County to add additional defendants to opioid litigation, including but not limited to OptumRx; and

WHEREAS, upon review of the claim by the County's outside counsel, and based upon the passage Resolution 15-25 by the Chippewa County Board of Supervisors, it is their recommendation that the County disallows the claim; and

NOW, THEREFORE BE IT RESOLVED, that the Chippewa County Board of Supervisors does hereby disallow the claim of OptumRx, Inc, 1 Optum Circle, Eden Prairie, MN 55344, and no action on this claim may be brought against Chippewa County or any of its offices, officials, agents or employees after six months from the date of service of this notice, pursuant to Wis. Stat. § 893.80; and

BE IT FURTHER RESOLVED, that the County reserves all rights to assert the claim is not a valid claim under Wis. Stat. §893.80, and preserves all defenses in that regard; and

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the claimant by certified mail, return receipt requested, as Notice of Disallowance.

Forwarded to the County Board by the Executive Committee

**FINANCIAL IMPACT:**

There is no fiscal impact to Chippewa County by passage of this resolution.

**07/1/2025 Executive Committee**  
**RESULT: FORWARD TO COUNTY BOARD [UNANIMOUS] Next: 7/8/2025 6:00 PM**  
**MOVER:** Peter Gehring, District 4  
**SECONDER:** Jason Bergeron, District 7, Vice-Chair  
**AYES:** Hull, Bergeron, Gehring, Bomar, Seidlitz

Approved as to Form:

*Todd A. Pauls*  
 Todd A. Pauls, Corporation Counsel

6/23/2025

*Leah Simington*  
 Leah Simington, Finance Director

6/26/2025

*Andy J. Albarado*  
 Andy J. Albarado, County Administrator

6/23/2025



BELL GIFTOS  
ST. JOHN LLC

Writer's Direct Line: (608) 216-7995  
Writer's Fax: (608) 216-7999  
Writer's E-mail: [kstjohn@bellgiftos.com](mailto:kstjohn@bellgiftos.com)

April 30, 2025

**VIA EMAIL**

Jaclyn Sadler  
Clerk, Chippewa County  
Room 109  
711 N Bridge St.  
Chippewa Falls, WI 54729  
[CountyClerk@chippewacountywi.gov](mailto:CountyClerk@chippewacountywi.gov); [jsadler@co.chippewa.wi.us](mailto:jsadler@co.chippewa.wi.us)

**Re: Notice of Claim Concerning Efforts To Sue OptumRx Without Legal Authority**

**Claimant:** OptumRx, Inc.  
1 Optum Circle  
Eden Prairie, MN 55344

Dear Ms. Sadler,

I am counsel for Claimant, OptumRx. This letter provides notice of one or more claims that OptumRx has against Chippewa County, the Chippewa County Board of Supervisors, and Chippewa County employees or contractors relating to the ongoing efforts by Simmons Hanly Conroy to pursue civil legal claims against OptumRx on behalf of Chippewa County in the national opioid multidistrict litigation. *In re National Prescription Opiate Litigation*, No. 1:17-md-2804 ("Opioid Litigation").

**Summary of Claim**

In summary, the basis for this claim is that attorneys purporting to represent Chippewa County have moved for leave to amend their complaint to add OptumRx as a defendant. State law permits a county to sue only based on an action of the County Board of Supervisors or pursuant to an ordinance or resolution adopted by the County Board of Supervisors. But Chippewa County has not, through an action of the Chippewa County Board of Supervisors or pursuant to a resolution or ordinance, authorized a lawsuit against OptumRx, a pharmacy benefits manager.

OptumRx became aware the County's attempts to sue it were without legal authority on April 7, 2025. OptumRx is experiencing ongoing harm as it continues to participate in federal court proceedings relating to the motion for leave to amend the complaint. OptumRx will experience a new-but-related harm if the federal court grants the motion and

permits the attorneys purporting to represent Chippewa County to file its complaint adding OptumRx as a party.

### **Additional Background**

On November 7, 2017 the Chippewa County Board of Supervisors adopted Resolution 54-17. The resolution recited the County Board's belief that it was "in the best interest of [the] County" to pursue "claims against certain of the opioid manufacturers" according to terms set out in an "Engagement Letter" that accompanied the resolution. The Engagement Letter (attached hereto as **Exhibit A**) defined a subset of "Opioid Manufacturers;" OptumRx was not listed. And the Engagement Letter authorized counsel to "file a lawsuit against one or all of the Opioid Manufacturers" identified in the letter. The resolution authorized the County to enter into the Engagement Letter.

On November 28, 2017, Chippewa County, together with numerous other plaintiffs, filed its initial complaint in the Opioid Litigation. The County's suit named a number of defendants, such as opioid manufacturer Purdue Pharma. But the Complaint did not name OptumRx or any of its affiliates.

Several years after filing its initial complaint, on July 29, 2024, Chippewa County, through its litigation attorneys of record, joined a motion in the Opiate Litigation that sought leave to amend its complaint and add OptumRx and nine OptumRx affiliates as defendants. In the months that followed, OptumRx raised concerns with the Court that many plaintiffs that joined the motion to add claims against OptumRx had not properly authorized their outside counsel to assert claims against OptumRx. Following extensive briefings and multiple hearings, the Plaintiffs Executive Committee (PEC) identified more than 900 plaintiffs that were withdrawing from the motion for leave against OptumRx. However, Chippewa County remains a listed plaintiff in the most recent list provided on April 23, 2025, and thus remains actively engaged in its ongoing attempt to sue OptumRx and its affiliates.

As part of its investigation into whether political subdivisions properly authorized suit against OptumRx, Alston & Bird (which represents OptumRx in the underlying Opioids Litigation), submitted a public records request to Chippewa County. The request sought, among other items, all documents and other records relating the Chippewa County's authorization to amend its complaint, including amending its complaint to name OptumRx in the Opioid Litigation.

On April 7, 2025, Chippewa County provided documents to OptumRx's counsel, including the resolution that authorized the initial suit in 2017 against pharmaceutical manufacturers. The documents provided to OptumRx did not include any county board actions, resolutions, or ordinances that expanded the county's authority to bring lawsuits against parties like OptumRx, who was not listed as a "Opioid Manufacturer" in the Engagement

Letter and who has never been an opioid manufacturer. Thus, on April 7, 2025, OptumRx, through its counsel at Alston & Bird, learned that Chippewa County's attempt to sue OptumRx lacked legal authority.

Wisconsin statutes recognize that "[e]ach county in this state is a body corporate, authorized to sue and be sued...." Wis. Stat. § 59.01. Wisconsin statutes further provide that the "power of a county as a body corporate can *only* be exercised by the board [of supervisors], or in pursuance of a resolution adopted or ordinance enacted by the board." *Id.* § 59.02(1) (emphasis added). When the county board acts, it must do so by a majority vote of a quorum, or by a larger vote as may be required by law. *Id.* §§ 59.02(2),(3).

Resolution 54-17 expressly authorizes a lawsuit against a list of opioid manufacturers. Neither OptumRx nor its affiliates were identified potential defendants in the Engagement Letter incorporated by the Resolution. Even if the Resolution were interpreted to include suits against opioid manufacturers as a class, OptumRx and its affiliates are not opioid manufacturers. Instead, OptumRx is a pharmacy benefits manager. As a pharmacy benefits manager, OptumRx manages prescription drug benefits for insurers and employers with self-insured plans, negotiates drug prices, processes payments, and contracts with pharmacies. But in its capacity as pharmacy benefit manager, OptumRx does not manufacture or distribute opiates or any other pharmaceutical.

Because the Chippewa County Board of Supervisors has not adopted a resolution or ordinance that expands who Chippewa County may sue in connection with the Opioid Litigation or otherwise delegates to another the authority to sue non-manufacturers, Chippewa County's attempts to sue OptumRx are without legal authority.

### **Itemized Statement of Relief Sought**

OptumRx is not seeking monetary damages from the County. The County may satisfy this claim by taking all necessary steps to remove the claims asserted in the County's name against OptumRx and its affiliate companies in the Opioid Litigation. If the motion for leave to amend the complaint is still pending, this claim may be satisfied if Chippewa County's attorney of record in the opioid litigation withdraws the motion or amends the proposed amended complaint to remove any claims asserted by Chippewa County against OptumRx and its affiliates. Although OptumRx does not anticipate a ruling before Chippewa County must respond to this notice of claim, in the event the motion to for leave to amend the complaint has been granted before the County acts, this claim may be satisfied by stipulating to a voluntary dismissal of Chippewa County's claims against OptumRx or its affiliates in the Opioid Litigation.

If this claim is denied, OptumRx reserves all its rights, including the right to seek a declaratory judgment that:



- (1) the County Board of Supervisors has not authorized the County to sue OptumRx;  
and
- (2) the ongoing attempt to sue OptumRx violates state law because (a) counties may only authorize suit by an action of the county board or in pursuance of a resolution or ordinance adopted by the board, and (b) no action of the county board, resolution, or ordinance authorizes an opioid suit against OptumRx or any other pharmacy benefits manager (PBM).

OptumRx also expressly reserves the right to seek injunctive relief necessary to enforce that declaratory judgment.

\* \* \*

County may contact claimant through me using the phone numbers, addresses, and emails listed in this header and footer to this letter. Please be aware, however, that Chippewa County is represented in the opioid litigation by outside counsel, and therefore any communication with OptumRx about this matter should include Chippewa County's outside counsel.

Thank you for your attention to this matter.

Sincerely,



**BELL GIFTOS ST. JOHN LLC**

Kevin St. John

cc: Andrew Hatchett, Grace Assaye, Blake Davis (Alston & Bird LLP)  
Jayne Conroy (Simmons Hanly Conroy LLP)  
Todd A. Pauls (Corporation Counsel, Chippewa County)

# Exhibit A

October 11, 2017

**VIA EMAIL**

Chippewa County  
c/o Anson Albarado, Board Chair

**RE:   *Engagement of von Briesen & Roper, s.c., and Crueger Dickinson LLC, Together with Simmons Hanly Conroy LLC, as Counsel in Relation to Claims Against Opioid Manufacturers***

Dear Chippewa County Officials:

The purpose of this letter (“Engagement Letter”) is to set out in writing the terms and conditions upon which the law firms of von Briesen & Roper, s.c., and Crueger Dickinson LLC (collectively “Counsel”) will provide legal services to Chippewa County (“County”) in relation to the investigation and prosecution of certain claims against the following manufacturers and other parties involved with the manufacture of opioid medications: Purdue Pharma L.P., Purdue Pharma Inc., The Purdue Frederick Company, Inc., Teva Pharmaceuticals USA, Inc., Cephalon, Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., OrthoMcNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals, Inc., Janssen Pharmaceutica, Inc. n/k/a Janssen Pharmaceuticals, Inc.; Endo Health Solutions Inc., Endo Pharmaceuticals, Inc., Russell Portenoy, Perry Fine, Scott Fishman and Lynn Webster (collectively “Opioid Manufacturers”). Depending upon the results of initial investigations of the facts and circumstances surrounding the potential claim(s), there may be additional parties sought to be made responsible and/or certain of the aforementioned parties may be removed from the potential claim.

This Engagement Letter shall apply solely and exclusively to the services set forth herein in relation to the investigation and Lawsuit, as defined below. This Engagement Letter does not govern, nor does it apply to, any services of either Counsel unrelated thereto.

**SCOPE OF SERVICES**

Counsel will work with County in the collection of information necessary to form a good faith basis for filing a claim against the Opioid Manufacturers. County hereby authorizes Counsel to file a lawsuit against one or all of the Opioid Manufacturers (“Lawsuit”) upon the terms and conditions set forth herein.

**RESPONSIBILITIES**

Counsel will prosecute the Lawsuit with diligence and keep County reasonably informed of progress and developments, and respond to County’s inquiries. County understands and agrees that Counsel, on behalf of County, will engage the services of the nationally-recognized law firm Simmons Hanly Conroy LLC, which has demonstrated experience prosecuting claims against Opioid Manufacturers (“National Law Firm”) and which, in addition to Crueger Dickinson LLC, will serve as counsel of record for County in relation to the Lawsuit. County understands and agrees that all fees paid to Counsel and National Law Firm shall be as set forth in this Engagement Letter. County shall not be responsible for any fees and expenses of National Law Firm beyond the fees and expenses for which County has agreed to be responsible as set forth herein. County agrees to cooperate with Counsel and National Law Firm in the gathering of information necessary to investigate and prosecute the Lawsuit. County further understands and agrees that the law firm of von Briesen & Roper, s.c., shall

not be identified on any pleading as counsel of record for County in relation to the Lawsuit, but shall be available to assist County and Counsel and National Law Firm in relation to the Lawsuit.

The following additional terms apply to the relationship between County, Counsel and National Law Firm:

- A. von Briesen & Roper, s.c., and Crueger Dickinson LLC shall remain sufficiently aware of the performance of one another and the performance of National Law Firm to ascertain if each firm's handling of the Lawsuit conforms to the Rules of Professional Conduct. Both von Briesen & Roper, s.c., and Crueger Dickinson LLC shall be available to County regarding any concerns on the part of County relating to the performance of Counsel and/or National Law Firm. Counsel shall at all times remain ethically and financially responsible to the County for the services of Counsel and National Law Firm set forth herein.
- B. As set forth below, County's responsibility for attorney fees and expenses is contingent upon the successful outcome of the Lawsuit, as further defined below. Counsel and National Law Firm have agreed in writing as to the appropriate split of attorney fees and expenses upon the engagement of National Law Firm. Specifically, in the event of a Recovery (as defined below), the attorney fees will be split between the law firms as follows:

| <u>Firm Name</u>          | <u>Percentage of Fees if Successful</u> |
|---------------------------|-----------------------------------------|
| von Briesen & Roper, s.c. | 10%                                     |
| Crueger Dickinson LLC     | 45%                                     |
| Simmons Hanly Conroy LLC  | 45%                                     |

The split of attorneys' fees between Counsel and National Law Firm may be subject to change. In the event of such an amendment, the County will be notified in writing of that amendment.

- C. Counsel and County understand and agree that Counsel and National Law Firm will all be considered attorneys for County. As such, each and all of Counsel and National Law Firm will adhere to the Rules of Professional Responsibility governing the relationship between attorney and client.

#### **ACTUAL AND POTENTIAL CONFLICTS OF INTEREST AND WAIVER OF CONFLICT**

As County is aware, Counsel and National Law Firm contemplate entering into the same arrangement as that set forth in this Engagement Letter with other counties and municipalities in Wisconsin and elsewhere. Counsel and National Law Firm believe that the goals and objectives of County are aligned with the goals and objectives of all other counties and municipalities with respect to the Lawsuit. Counsel and National Law Firm do not believe that to achieve the goals of the Lawsuit, either County or another county or municipality must take a position that is adverse to the interests of the other. However, to the extent any issue may arise in this matter about which County disagrees with another county or municipality, and one of you may wish to pursue a course that benefits one but is detrimental to the interest of the other, we cannot advise County or assist County or any other county or municipality in pursuing such a course. That is to say, Counsel and National

Law Firm cannot advocate for County's individual interests at the expense of the other counties or municipalities that Counsel and National Law Firm represent in a Lawsuit. Counsel and National Law Firm do not believe that this poses a problem because County's interests are currently aligned with the other counties and municipalities that are or may be in the Lawsuit. Counsel and National Law Firm are confident that their representation of County will not be limited in this matter by representation of any other county or municipality, but County should consider these consequences of joint representation in deciding whether to waive this conflict.

In addition to the material limitation discussed above, there are other consequences for County in agreeing to joint representation. Because each county or municipality would be a client of Counsel and National Law Firm, Counsel and National Law Firm owe equal duties of loyalty and communication to each client. As such, Counsel and National Law Firm must share all relevant information with all counties and municipalities who are clients in relation to the Lawsuit and Counsel and National Law Firm cannot, at the request of one county or municipality, withhold relevant information from the other client. That is to say, Counsel and National Law Firm cannot keep secrets about this matter among the counties and municipalities who are clients of Counsel and National Law Firm with respect to the Lawsuit. Also, lawyers normally cannot be forced to divulge information about communications with their clients because it is protected by the attorney-client privilege. However, because County would be a joint client in the same matter with other counties and municipalities, it is likely that were there to be a future legal dispute between County and other counties or municipalities that engage Counsel and National Law Firm about this matter, the attorney-client privilege would not apply, and each would not be able to invoke the privilege against the claims of the other.

Further, while County's position is in harmony with other counties and municipalities presently, and the conflict discussed above is waivable, facts and circumstances may change. For example, County may change its mind and wish to pursue a course that is adverse to the interests of another county or municipality and the conflict may become unwaivable. In that case, depending upon the circumstances, Counsel and National Law Firm may have to withdraw from representing either County or another county or municipality and County would have to bear the expense, if County chooses, of hiring new lawyers who would have to get up to speed on the matter.

County is not required to agree to waive this conflict, and County may, after considering the risks involved in joint representation, decline to sign this Engagement Letter. By signing this Engagement Letter, County is signifying its consent to waiving the conflict of interest discussed herein.

Other than the facts and circumstances related to the joint representation of numerous counties and municipalities, Counsel and National Law Firm are unaware of any facts or circumstances that would prohibit Counsel and/or National Law Firm from providing the services set forth in this Engagement Letter. However, it is important to note that the law firm of von Briesen & Roper, s.c., is a relatively large law firm based in Wisconsin and represents many companies and individuals. It is possible that some present and future clients of von Briesen & Roper, s.c., will have business relationships and potential or actual disputes with County. von Briesen & Roper, s.c., will not knowingly represent clients in matters that are actually adverse to the interests of County without County's permission and informed consent. von Briesen & Roper, s.c. respectfully requests that County consent, on a case by case basis, to von Briesen & Roper, s.c.'s representation of other clients whose interests are, or maybe adverse to, the interests of County in circumstances where County has selected other counsel and where von Briesen & Roper, s.c., has requested a written conflict waiver from County after being advised of the circumstances of the potential or actual conflict and County has provided informed consent.

## FEES FOR LEGAL SERVICES AND RESPONSIBILITY FOR EXPENSES

### A. Calculation of Contingent Fee

There is no fee for the services provided herein unless a monetary recovery acceptable to County is obtained by Counsel and National Law Firm in favor of County, whether by suit, settlement, or otherwise ("Recovery"). County understands and agrees that a Recovery may occur in any number of different fashions such as final judgment in the Lawsuit, settlement of the Lawsuit, or appropriation to County following a nationwide settlement or extinguishing of claims in lawsuits and matters similar to the Lawsuit. Counsel and National Law Firm agree to advance all costs and expenses of Counsel, National Law Firm and the Lawsuit associated with investigating and prosecuting the Lawsuit provided, however, that the costs and expenses associated with County cooperating with Counsel and National Law Firm in conjunction with the Lawsuit and otherwise performing its responsibilities under this Engagement Letter are the responsibility of County. In consideration of the legal services to be rendered by Counsel and National Law Firm, the contingent attorneys' fees for the services set forth in this Engagement Letter shall be a gross fee of 25% of the Recovery, which sum shall be divided among Counsel and National Law Firm as set forth in the above chart.

Upon the application of the applicable fee percentage to the gross Recovery, and that dollar amount set aside as attorneys' fees to Counsel and National Law Firm, the amount remaining shall first be reduced by the costs and disbursements that have been advanced by Counsel and National Law Firm, and that amount shall be remitted to Counsel and National Law Firm. By way of example only, if the gross amount of the Recovery is \$1,000,000.00, and costs and disbursements are \$100,000.00, then the fee to Counsel and National Law Firm shall be \$250,000, the costs amount of \$100,000 shall be deducted from the balance of \$750,000.00, and the net balance owed to County shall be \$650,000. The costs and disbursements which may be deducted from a Recovery include, but are not limited to, the following, without limitation: court fees, process server fees, transcript fees, expert witness fees and expenses, courier service fees, appellate printing fees, necessary travel expenses of attorneys to attend depositions, interview witnesses, attend meetings related to the scope of this Engagement Letter and the like, and other appropriate matter related out-of-pocket expenses. In the event that any Recovery results in a monetary payment to County that is less than the amount of the costs incurred and/or disbursements made by Counsel and National Law Firm, County shall not be required to pay Counsel and National Law Firm any more than the sum of the full Recovery.

### B. Nature of Contingent Fee

No monies shall be paid to Counsel or National Law Firm for any work performed, costs incurred or disbursements made by Counsel or National Law Firm in the event no Recovery to County has been obtained. In the event of a loss at trial due to an adverse jury verdict or a dismissal of the Lawsuit by the court, no monies shall be paid to Counsel or National Law Firm for any work performed, costs incurred or disbursements made by Counsel or National Law Firm. In such an event, neither party shall have any further rights against the other.

### C. Disbursement of Recovery Proceeds to County

The proceeds of any Recovery on County's behalf under the terms of this Engagement Letter shall be disbursed to County as soon as reasonably practicable after receipt by Counsel and National Law Firm. At the time of disbursement of any proceeds from a Recovery, County will be provided with a detailed disbursement sheet reflecting the method by which attorney's fees have been calculated and the expenses of litigation that are due to Counsel and National Law Firm from such proceeds. Counsel and National Law Firm are authorized to retain out of any moneys that may come into their



hands by reason of their representation of County the fees, costs, expenses and disbursements to which they are entitled as determined in this Engagement Letter.

### **TERMINATION OF REPRESENTATION**

This Engagement Letter shall cover the period from the date first indicated below until the termination of the legal services rendered hereunder, unless earlier terminated as provided herein. This Engagement Letter may be terminated by County at any time, and in the event of such termination, neither party shall have any further rights against the other, except that in the event of a Recovery by County against the Opioid Manufacturers subsequent to termination, Counsel and National Law Firm shall have a statutory lien on any such recovery as provided by applicable law and further maintain rights in the nature of *quantum meruit* to recover fees, costs and expenses reasonably allocable to their work prior to termination. Counsel and National Law Firm may withdraw as County's attorneys at any time for the following reasons:

- A. If Counsel and National Law Firm determine, in their sole discretion, that County's claim lacks merit or that it is not worthwhile to pursue the Lawsuit further; or
- B. For Good Cause. For purposes of this Paragraph, Good Cause may include County's failure to honor the terms of the Engagement Letter, County's failure to follow Counsel or National Law Firm's advice on a material matter, or any fact or circumstance that would, in the view of Counsel or National Law Firm, impair an effective attorney-client relationship or would render continuing representation unlawful or unethical. If terminated for Good Cause, County will take all steps necessary to free Counsel and National Law Firm of any obligation to perform further, including the execution of any documents (including forms for substitution of counsel) necessary to complete withdrawal provided, however, that Counsel and National Law Firm shall have a statutory lien on any Recovery as provided by applicable law and further maintain rights in the nature of *quantum meruit* to recover fees, costs and expenses reasonably allocable to their work prior to termination.

### **SETTLEMENT**

County has the authority to accept or reject any final settlement amount after receiving the advice of Counsel and National Law Firm. County understands settlements are a "compromise" of its claim(s), and that Counsel and National Law Firm's fee, as set forth above, applies to settlements also. For example, if a settlement is reached, and includes future or structured payments, Counsel and National Law Firm's fee shall include its contingent portion of those future or structured payments.

### **NO GUARANTEE OF RECOVERY**

County understands and acknowledges that dispute resolution through litigation often takes years to achieve. County understands and acknowledges that there is no guarantee or assurances of any kind regarding the likelihood of success of the Lawsuit, but that Counsel and National Law Firm will use their skill, diligence, and experience to diligently pursue the Lawsuit.

### **LIMITED LIABILITY**

von Briesen & Roper, s.c., and Crueger Dickinson LLC are limited liability entities under Wisconsin law. This means that if Counsel fails to perform duties in the representation of County and that failure causes County damages, the firms comprising Counsel and the shareholder(s) or principals directly involved in the representation may be responsible to County for those damages, but the

firm's other shareholders or principals will not be personally responsible. Counsel's professional liability insurance exceeds the minimum amounts required by the Wisconsin Supreme Court for limited liability entities of similar size.

### **COMMUNICATION BY E-MAIL**

Counsel and National Law Firm primarily communicate with their clients via unencrypted internet e-mail, and this will be the way in which communications occur with County. While unencrypted e-mail is convenient and fast, there is risk of interception, not only within internal networks and the systems used by internet service providers, but elsewhere on the internet and in the systems of our clients and their internet service providers.

### **FILE RETENTION AND DESTRUCTION**

In accordance with Counsel and National Law Firm's records retention policy, most paper and electronic records maintained are subject to a 10-year retention period from the last matter activity date or whatever date deemed appropriate. Extended retention periods may apply to certain types of matters or pursuant to County's specific directives.

After the expiration of the applicable retention period, Counsel and National Law Firm will destroy records without further notice to County, unless County otherwise notifies in writing.

### **MISCELLANEOUS**

This Engagement Letter shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to conflicts of law rules. In the event of any dispute arising out of the terms of this Engagement Letter, venue for any such dispute shall be exclusively designated in the State of Wisconsin Circuit Court for Milwaukee County, Wisconsin, or in the United States District Court for the Eastern District of Wisconsin.

It is expressly agreed that this Engagement Letter represents the entire agreement of the parties, that all previous understandings are merged in this Engagement Letter, and that no modification of this Engagement Letter shall be valid unless written and executed by all parties.

It is expressly agreed that if any term or provision of this Engagement Letter, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Engagement Letter, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby; and every other term and provision of this Engagement Letter shall be valid and shall be enforced to the fullest extent permitted by law.

The parties acknowledge that they have carefully read and fully understand all of the provisions of this Engagement Letter, and that they have the capacity to enter into this Engagement Letter. Each party and the person signing on behalf of each party, represents that the person signing this Engagement Letter has the authority to execute this document and thereby bind the party hereto on whose behalf the person is signing. Specifically, County acknowledges that it is bound by this Engagement Letter, has satisfied all conditions precedent to execution of this Engagement Letter and will execute all the necessary documents that may be required by its governing statutes and/or code.

### **CONCLUSION**

Counsel and National Law Firm are pleased to have this opportunity to be of service to County. If at any time during the course of representation you have any questions or comments about our services

or any aspect of how we provide services, please don't hesitate to call one or all of the individuals listed below.

Very truly yours,

**von BRIESEN & ROPER, s.c.**



Andrew T. Phillips

**CRUEGER DICKINSON LLC**



Erin K. Dickinson

**SIMONS HANLY CONROY LLC (Acknowledged)**

Paul J. Hanly, Jr.

CHIPPEWA COUNTY agrees to retain the services of Counsel and National Law Firm all upon the terms and conditions specified above.

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

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

Title: \_\_\_\_\_

cc: Corporation Counsel

29243067\_1.DOCX

Attachment: 2025 04 30 Notice of Claim Against Chippewa County; Claimant OptumRx (23 - 25 : Resolution To Disallow Claim of OptumRx, Inc.

**County Clerk****Jaclyn J. Sadler**

711 N. Bridge Street, Room 109  
 Chippewa Falls, WI 54729  
 Phone 715.726.7985  
 FAX 715.726.7987

**CHIPPEWA COUNTY**

Est. 1848



WISCONSIN

**Deputy Clerks****Amanda S. Richardson**

715.726.7980

**Lisa A. Merrell**

715.726.7982

**Certificate of Adoption**

State of Wisconsin )

) ss.

Office of County Clerk

County of Chippewa )

I, Jaclyn J. Sadler, the County Clerk of Chippewa County, Wisconsin, do certify the attached resolution was adopted by the Chippewa County Board of Supervisors on June 10, 2025.

Jaclyn J. Sadler  
 County Clerk





## STATEMENT OF EXPLANATION

Resolution No. 15 - 25

### **RES. 15-25: RESOLUTION CONFIRMING AND RATIFYING THE AUTHORITY OF COUNSEL FOR CHIPPEWA COUNTY TO ADD ADDITIONAL DEFENDANTS TO OPIOID LITIGATION, INCLUDING IN MDL 2804 - ANDY ALBARADO/TODD PAULS**

Pursuant to Resolution 54-17, 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 manufacturers, distributors, and retailers, among others, of opioid pharmaceuticals (the "Opioid Defendants") in an effort to hold the Opioid Defendants responsible for the opioid epidemic in the County's community. 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"). To date, through nationwide settlements, the Law Firms have achieved considerable success on behalf of the County in holding the Opioid Defendants responsible for their role in creating or maintaining the opioid epidemic.

Through the course of ongoing discovery and investigation concerning the opioid epidemic and parties potentially responsible therefor, it was determined that meritorious opioid-related claims exist against additional parties, including but not limited to the entities listed on Exhibit A hereto, and that they should be added as defendants in the Litigation. The engagement agreement with the Law Firms provides "depending upon the results of initial investigations of the facts and circumstances surrounding the potential claim(s), there may be additional parties sought to be made responsible ...."

While the County believes the engagement agreement with the Law Firms provided the Law Firms with adequate authority to add additional parties to be held responsible, the County understands that recently those parties questioned that authority, and therefore, for the avoidance of doubt, the County is adopting this Resolution confirming and ratifying the Law Firms' authority to add additional parties, including but not limited to the entities listed on Exhibit A, as defendants in the Litigation.

## Resolution No. 15 - 25

**RES. 15-25: RESOLUTION CONFIRMING AND RATIFYING THE AUTHORITY OF COUNSEL FOR  
CHIPPEWA COUNTY TO ADD ADDITIONAL DEFENDANTS TO OPIOID LITIGATION, INCLUDING  
IN MDL 2804 - ANDY ALBARADO/TODD PAULS**

WHEREAS, pursuant to Resolution 54-17, 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 manufacturers, distributors, and retailers, among others, of opioid pharmaceuticals (the "Opioid Defendants") in an effort to hold the Opioid Defendants responsible for the opioid epidemic in the County's community; 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 settlement discussions with the Opioid Defendants; and

WHEREAS, to date, through nationwide settlements, the Law Firms have achieved considerable success on behalf of the County in holding the Opioid Defendants responsible for their role in creating or maintaining the opioid epidemic; and

WHEREAS, through the course of ongoing discovery and investigation concerning the opioid epidemic and parties potentially responsible therefor, it was determined that meritorious opioid-related claims exist against additional parties, including but not limited to the entities listed on Exhibit A hereto, and that they should be added as defendants in the Litigation; and

WHEREAS, the engagement agreement with the Law Firms provides "depending upon the results of initial investigations of the facts and circumstances surrounding the potential claim(s), there may be additional parties sought to be made responsible ....;" and



73 WHEREAS, while the County believes the engagement agreement with the Law Firms  
74 provided the Law Firms with adequate authority to add additional parties to be held  
75 responsible, the County understands that recently those parties questioned that authority, and  
76 therefore, for the avoidance of doubt, the County is adopting this Resolution confirming and  
77 ratifying the Law Firms' authority to add additional parties, including but not limited to the  
78 entities listed on Exhibit A, as defendants in the Litigation; and

79  
80 WHEREAS, to avoid any confusion surrounding the County's authorization to the Law  
81 Firms to amend the pleadings in the Litigation to include additional parties, including but not  
82 limited to the entities listed on Exhibit A as named defendants in MDL 2804, this Resolution is  
83 intended to serve as confirmation and ratification of such authorization; and

84  
85 WHEREAS, the County, by this Resolution, intends to confirm and ratify the authority of  
86 the Law Firms to amend the pleadings in the Litigation to add additional parties, including but  
87 not limited to the entities listed on Exhibit A as defendants in MDL 2804, or to commence  
88 appropriate federal or state court proceedings against such entities, and further intends to  
89 authorize Corporation Counsel to execute and deliver any and all other and further documents  
90 necessary to effectuate the intent of this Resolution; and

91  
92 NOW, THEREFORE, BE IT RESOLVED: the County Board of Supervisors hereby confirms  
93 and ratifies the authority of:

- 94  
95 1. The Law Firms to file appropriate pleadings in MDL 2804 or appropriate federal  
96 or state court proceedings to add additional parties, including but not limited to  
97 the entities listed on Exhibit A as defendants.  
98  
99 2. The Corporation Counsel, Board Chair or other authorized official to execute and  
100 deliver any and all other and further documents necessary to effectuate the  
101 intent of this Resolution.  
102

103 BE IT FURTHER RESOLVED, that all actions heretofore taken by the Board of Supervisors  
104 and other appropriate public officers and agents of the County with respect to the matters  
105 contemplated under this Resolution are hereby ratified, confirmed, and approved.  
106

107 Forwarded to the County Board by the Executive Committee.  
108

109 **FINANCIAL IMPACT:**

110 There is no fiscal impact to Chippewa County by passage of this resolution.  
111

**06/10/2025 County Board**  
**RESULT: APPROVED [UNANIMOUS]**  
**MOVER:** Pamela Guthman, District 2  
**SECONDER:** Brian Flynn, District 18  
**AYES:** Hull, Flater, Guthman, Shoebridge, Gehring, Kirby, Goettl, Bergeron, Seidlitz, Peterson,  
 Lotts, Bomar, Roshell, Kelly, Kempe, Rohmeyer, Flynn, Ives  
**ABSENT:** James Ericksen, Lee Hennick

History:  
 05/20/25 Executive Committee FORWARD TO COUNTY BOARD

Approved as to Form:

*Todd A. Pauls*

Todd A. Pauls, Corporation Counsel

5/9/2025

*Lori Zwiefelhofer*

Lori Zwiefelhofer, Finance Director

5/9/2025

*Andy J. Albarado*

Andy J. Albarado, County Administrator

5/9/2025

123

**Exhibit A – Non-Inclusive List of Potential Defendants  
(Including all Related Entities of Each Listed)**

|                                          |                                           |
|------------------------------------------|-------------------------------------------|
| Abbot Laboratories, Inc.                 | Sackler, Beverly                          |
| Albertsons LLC                           | Sackler, David A.                         |
| Allergan, Inc.                           | Sackler, Mortimer D.A.                    |
| Alvogen, Inc.                            | Sackler, Theresa                          |
| Amerisource Bergen                       | Sandoz, Inc.                              |
| Amneal Pharmaceuticals, Inc.             | Smith Drug Company                        |
| Associated Pharmacies, Inc.              | Smith's Food & Drug Centers, Inc.         |
| Auburn Pharmaceuticals                   | Sun Pharmaceutical                        |
| Aurolife Pharma LLC                      | Supervalu, Inc. d/b/a Advantage Logistics |
| Baker, Stuart                            | Target Corporation                        |
| Cardinal Health                          | Teva Pharmaceuticals                      |
| Costco Wholesale Corporation             | The Kroger Co.                            |
| CVS Health Corporation                   | Thrifty Payless, Inc.                     |
| Dakota Drug, Inc.                        | Top Rx, Inc.                              |
| Discount Drug Mart                       | Tris Pharma, Inc.                         |
| Eckerd Corp.                             | Walgreens Boots Alliance                  |
| Eveready Wholesale Drugs                 | Walmart Inc.                              |
| Express Scripts Inc.                     | Warner Chilcott Company, LLC              |
| Henry Shein, Inc.                        | West-Ward Pharmaceuticals Corp. n/k/a     |
| Hy-Vee, Inc.                             | Hikma Pharmaceuticals, Inc.               |
| Indivior Inc.                            | Winn-Dixie                                |
| Janssen Pharmaceuticals                  | Zydus Pharmaceuticals (USA), Inc.         |
| K-VA-T/Ahold Delhaize                    |                                           |
| KVK-Tec, Inc.                            |                                           |
| Louisiana Wholesale Drug Co., Inc.       |                                           |
| Lupin Pharmaceuticals, Inc.              |                                           |
| McKesson                                 |                                           |
| Miami-Luken, Inc.                        |                                           |
| Morris & Dickson Co., LLC                |                                           |
| Mylan Pharmaceuticals, Inc.              |                                           |
| North Carolina Mutual Wholesale Drug Co. |                                           |
| Omnicare Distribution Center             |                                           |
| OptumRx, Inc.                            |                                           |
| Pharmacy Buying Association Inc.         |                                           |
| Prescription Supply, Inc.                |                                           |
| Publix Super Markets, Inc.               |                                           |
| Purdue Pharma                            |                                           |
| Raymond Sacker Trust                     |                                           |
| RiteAid of Maryland, Inc.                |                                           |
| Sacker, Kathe A.                         |                                           |
| Sacker, Richard S.                       |                                           |
| Sackler Defendants                       |                                           |
| Sackler Lefcourt, Ilene                  |                                           |

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RESOLUTION 54-17 STARTS ON THE NEXT PAGE

Attachment: Resolution 54-17 to Engage in Opioid (23 - 25 : Resolution To Disallow Claim of OptumRx, Inc. - Todd Pauls)



## STATEMENT OF EXPLANATION

Resolution No. 54 - 17

### RESOLUTION TO APPROVE ENGAGEMENT LETTER TO ENTER INTO LITIGATION AGAINST PHARMACEUTICAL COMPANIES TO RECOVER FUNDS EXPENDED DUE TO THE OPIOID EPIDEMIC

Approval of this resolution will authorize Chippewa County to enter into an Engagement Letter with the law firms of von Briesen, Crueger Dickinson LLC, and Simons Hanly Conroy LLC to file a lawsuit as a plaintiff against certain pharmaceutical companies for their roles in causing the so-called "Opioid Epidemic". The goal of the litigation is to attempt to recoup funds that were expended by Chippewa County in addressing issues directly attributable to the Opioid Epidemic. The Departments most likely affected by the Opioid Epidemic are Human Services and Public Health. Other departments that may have recoverable costs that are attributable to opioid abuse, but to a lesser extent, are the Sheriff's Department, District Attorney's Office and the Courts.

The attached documents were provided by the WCA and the litigation team. Those documents include a presentation on the proposed opioid litigation, the proposed Engagement Letter, a sample complaint against pharmaceutical companies that was filed in New York, a Wall Street Journal article and a New York Times article on opioid addiction, and a listing of other lawsuits that are occurring across the country. These attachments provide further explanation as to the purpose and goals of the litigation.

Attachment: Resolution 54-17 to Engage in Opioid (23 - 25 : Resolution To Disallow Claim of OptumRx, Inc. - Todd Pauls)

## Resolution No. 54 - 17

**RESOLUTION TO APPROVE ENGAGEMENT LETTER TO ENTER INTO LITIGATION AGAINST  
PHARMACEUTICAL COMPANIES TO RECOVER FUNDS EXPENDED DUE TO THE OPIOID  
EPIDEMIC**

WHEREAS, Chippewa County ("County") is concerned with the recent rapid rise in troubles among County citizens, residents, and visitors in relation to problems arising out of the use, abuse and overuse of opioid medications, which according to certain studies, impacts millions of people across the country; and

WHEREAS, issues and concerns surrounding opioid use, abuse and overuse by citizens, residents and visitors are not unique to County and are, in fact, issues and concerns shared by all other counties in Wisconsin and, for that matter, states and counties across the country, as has been well documented through various reports and publications, and is commonly referred to as the Opioid Epidemic ("Opioid Epidemic"); and

WHEREAS, the societal costs associated with the Opioid Epidemic are staggering and, according to the Centers for Disease Control and Prevention, amount to over \$75 billion annually; and

WHEREAS, the National Institute for Health has identified the manufacturers of certain of the opioid medications as being directly responsible for the rapid rise of the Opioid Epidemic by virtue of their aggressive and, according to some, unlawful and unethical marketing practices; and

WHEREAS, certain of the opioid manufacturers have faced civil and criminal liability for their actions that relate directly to the rise of the Opioid Epidemic; and

WHEREAS, County has spent millions in unexpected and unbudgeted time and resources in its programs and services related to the Opioid Epidemic; and

WHEREAS, County is responsible for a multitude of programs and services, all of which require County to expend resources generated through state and federal aid, property tax levy, fees and other permissible revenue sources; and

WHEREAS, County's provision of programs and services becomes more and more difficult every year because the costs associated with providing the Opioid Epidemic programs and services continue to rise, yet County's ability to generate revenue is limited by strict levy limit caps and stagnant or declining state and federal aid to County; and

WHEREAS, all sums that County expends in addressing, combatting and otherwise dealing with the Opioid Epidemic are sums that cannot be used for other critical programs and services that County provides to County citizens, residents and visitors; and



54 WHEREAS, County has been informed that numerous counties and states across the  
55 country have filed or intend to file lawsuits against certain of the opioid manufacturers in an  
56 effort to force the persons and entities responsible for the Opioid Epidemic to assume financial  
57 responsibility for the costs associated with addressing, combatting and otherwise dealing with  
58 the Opioid Epidemic; and

59 WHEREAS, County has engaged in discussions with representatives of the law firms of von  
60 Briesen & Roper, s.c., Crueger Dickinson LLC and Simmons Hanly Conroy LLC (the "Law Firms")  
61 related to the potential for County to pursue certain legal claims against certain opioid  
62 manufacturers; and

63 WHEREAS, County has been informed that the Law Firms have the requisite skill,  
64 experience and wherewithal to prosecute legal claims against certain of the opioid  
65 manufacturers on behalf of public entities seeking to hold them responsible for the Opioid  
66 Epidemic; and

67 WHEREAS, the Law Firms have proposed that County engage the Law Firms to prosecute  
68 the aforementioned claims on a contingent fee basis whereby the Law Firms would not be  
69 compensated unless County receives a financial benefit as a result of the proposed claims and  
70 the Law Firms would advance all claim-related costs and expenses associated with the claims;  
71 and

72 WHEREAS, all of the costs and expenses associated with the claims against certain of the  
73 opioid manufacturers would be borne by the Law Firms; and

74 WHEREAS, the Law Firms have prepared an engagement letter, which is submitted as part  
75 of this Resolution ("Engagement Letter") specifying the terms and conditions under which the  
76 Law Firms would provide legal services to County and otherwise consistent with the terms of  
77 this Resolution; and

78 WHEREAS, County is informed that the Wisconsin Counties Association has engaged in  
79 extensive discussions with the Law Firms and has expressed a desire to assist the Law Firms,  
80 County and other counties in the prosecution of claims against certain of the opioid  
81 manufacturers; and

82 WHEREAS, County would participate in the prosecution of the claim(s) contemplated in  
83 this Resolution and the Engagement Letter by providing information and materials to the Law  
84 Firms and, as appropriate, the Wisconsin Counties Association as needed; and

85 WHEREAS, County believes it to be in the best interest of County, its citizens, residents,  
86 visitors and taxpayers to join with other counties in and outside Wisconsin in pursuit of claims  
87 against certain of the opioid manufacturers, all upon the terms and conditions set forth in the  
88 Engagement Letter; and

89 WHEREAS, by pursuing the claims against certain of the opioid manufacturers, County is

attempting to hold those persons and entities that had a significant role in the creation of the Opioid Epidemic responsible for the financial costs assumed by County and other public agencies across the country in dealing with the Opioid Epidemic;

NOW, THEREFORE BE IT RESOLVED, that the Chippewa County Board of Supervisors does hereby authorize and agrees to be bound by, the Engagement Letter and hereby directs the County Administrator to execute the Engagement Letter on behalf of the County; and

BE IT FURTHER RESOLVED, that Chippewa County shall endeavor to faithfully perform all actions required of the County in relation to the claims contemplated herein and in the Engagement Letter and hereby directs all County personnel to cooperate with and assist the Law Firms in relation thereto; and

BE IT FURTHER RESOLVED, that the County Clerk shall forward a copy of this Resolution, together with the signed Engagement Letter, to the Wisconsin Counties Association, 22 E. Mifflin Street, Suite 900, Madison, Wisconsin, 53703.

Forwarded to the County Board by the Executive Committee.

**FINANCIAL IMPACT:**

It is unclear what the fiscal impact will be to Chippewa County. The main cost will be staff time to gather records, comply with discovery requests, and to determine what costs were attributable to the opioid epidemic that were borne by Chippewa County.

|                  |                                                                                        |
|------------------|----------------------------------------------------------------------------------------|
| <b>11/7/2017</b> | <b>County Board</b>                                                                    |
| <b>RESULT:</b>   | <b>APPROVED [9 TO 4]</b>                                                               |
| <b>MOVER:</b>    | Florian Skwierczynski, (Vice-Chairman)                                                 |
| <b>SECONDER:</b> | Kari Ives, District 12                                                                 |
| <b>AYES:</b>     | Albarado, Skwierczynski, Steele, Sikorski, Zwiefelhofer, Bergeron, Gerrish, Ives, Hunt |
| <b>NAYS:</b>     | Tom Thornton, Dean Gullickson, Lawrence J. Willkom, Leigh Darrow                       |
| <b>ABSENT:</b>   | Matthew Hartman, Chuck Hull                                                            |

History:

10/17/17 Executive Committee FORWARD TO COUNTY BOARD

Approved as to Form:

*James B. Sherman*  
James B. Sherman, Deputy Corporation Counsel

10/12/2017

*Melissa J. Roach*  
Melissa J. Roach, Finance Director

10/12/2017

Frank R. Pascarella  
Frank R. Pascarella, County Administrator 10/12/2017

124

Attachment: Resolution 54-17 to Engage in Opioid (23 - 25 : Resolution To Disallow Claim of OptumRx, Inc. - Todd Pauls)

October 11, 2017

**VIA EMAIL**

Chippewa County  
c/o Anson Albarado, Board Chair

**RE: *Engagement of von Briesen & Roper, s.c., and Crueger Dickinson LLC, Together with Simmons Hanly Conroy LLC, as Counsel in Relation to Claims Against Opioid Manufacturers***

Dear Chippewa County Officials:

The purpose of this letter (“Engagement Letter”) is to set out in writing the terms and conditions upon which the law firms of von Briesen & Roper, s.c., and Crueger Dickinson LLC (collectively “Counsel”) will provide legal services to Chippewa County (“County”) in relation to the investigation and prosecution of certain claims against the following manufacturers and other parties involved with the manufacture of opioid medications: Purdue Pharma L.P., Purdue Pharma Inc., The Purdue Frederick Company, Inc., Teva Pharmaceuticals USA, Inc., Cephalon, Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., OrthoMcNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals, Inc., Janssen Pharmaceutica, Inc. n/k/a Janssen Pharmaceuticals, Inc.; Endo Health Solutions Inc., Endo Pharmaceuticals, Inc., Russell Portenoy, Perry Fine, Scott Fishman and Lynn Webster (collectively “Opioid Manufacturers”). Depending upon the results of initial investigations of the facts and circumstances surrounding the potential claim(s), there may be additional parties sought to be made responsible and/or certain of the aforementioned parties may be removed from the potential claim.

This Engagement Letter shall apply solely and exclusively to the services set forth herein in relation to the investigation and Lawsuit, as defined below. This Engagement Letter does not govern, nor does it apply to, any services of either Counsel unrelated thereto.

**SCOPE OF SERVICES**

Counsel will work with County in the collection of information necessary to form a good faith basis for filing a claim against the Opioid Manufacturers. County hereby authorizes Counsel to file a lawsuit against one or all of the Opioid Manufacturers (“Lawsuit”) upon the terms and conditions set forth herein.

**RESPONSIBILITIES**

Counsel will prosecute the Lawsuit with diligence and keep County reasonably informed of progress and developments, and respond to County’s inquiries. County understands and agrees that Counsel, on behalf of County, will engage the services of the nationally-recognized law firm Simmons Hanly Conroy LLC, which has demonstrated experience prosecuting claims against Opioid Manufacturers (“National Law Firm”) and which, in addition to Crueger Dickinson LLC, will serve as counsel of record for County in relation to the Lawsuit. County understands and agrees that all fees paid to Counsel and National Law Firm shall be as set forth in this Engagement Letter. County shall not be responsible for any fees and expenses of National Law Firm beyond the fees and expenses for which County has agreed to be responsible as set forth herein. County agrees to cooperate with Counsel and National Law Firm in the gathering of information necessary to investigate and prosecute the Lawsuit. County further understands and agrees that the law firm of von Briesen & Roper, s.c., shall

not be identified on any pleading as counsel of record for County in relation to the Lawsuit, but shall be available to assist County and Counsel and National Law Firm in relation to the Lawsuit.

The following additional terms apply to the relationship between County, Counsel and National Law Firm:

- A. von Briesen & Roper, s.c., and Crueger Dickinson LLC shall remain sufficiently aware of the performance of one another and the performance of National Law Firm to ascertain if each firm's handling of the Lawsuit conforms to the Rules of Professional Conduct. Both von Briesen & Roper, s.c., and Crueger Dickinson LLC shall be available to County regarding any concerns on the part of County relating to the performance of Counsel and/or National Law Firm. Counsel shall at all times remain ethically and financially responsible to the County for the services of Counsel and National Law Firm set forth herein.
- B. As set forth below, County's responsibility for attorney fees and expenses is contingent upon the successful outcome of the Lawsuit, as further defined below. Counsel and National Law Firm have agreed in writing as to the appropriate split of attorney fees and expenses upon the engagement of National Law Firm. Specifically, in the event of a Recovery (as defined below), the attorney fees will be split between the law firms as follows:

| <u>Firm Name</u>          | <u>Percentage of Fees if Successful</u> |
|---------------------------|-----------------------------------------|
| von Briesen & Roper, s.c. | 10%                                     |
| Crueger Dickinson LLC     | 45%                                     |
| Simmons Hanly Conroy LLC  | 45%                                     |

The split of attorneys' fees between Counsel and National Law Firm may be subject to change. In the event of such an amendment, the County will be notified in writing of that amendment.

- C. Counsel and County understand and agree that Counsel and National Law Firm will all be considered attorneys for County. As such, each and all of Counsel and National Law Firm will adhere to the Rules of Professional Responsibility governing the relationship between attorney and client.

#### **ACTUAL AND POTENTIAL CONFLICTS OF INTEREST AND WAIVER OF CONFLICT**

As County is aware, Counsel and National Law Firm contemplate entering into the same arrangement as that set forth in this Engagement Letter with other counties and municipalities in Wisconsin and elsewhere. Counsel and National Law Firm believe that the goals and objectives of County are aligned with the goals and objectives of all other counties and municipalities with respect to the Lawsuit. Counsel and National Law Firm do not believe that to achieve the goals of the Lawsuit, either County or another county or municipality must take a position that is adverse to the interests of the other. However, to the extent any issue may arise in this matter about which County disagrees with another county or municipality, and one of you may wish to pursue a course that benefits one but is detrimental to the interest of the other, we cannot advise County or assist County or any other county or municipality in pursuing such a course. That is to say, Counsel and National

Law Firm cannot advocate for County's individual interests at the expense of the other counties or municipalities that Counsel and National Law Firm represent in a Lawsuit. Counsel and National Law Firm do not believe that this poses a problem because County's interests are currently aligned with the other counties and municipalities that are or may be in the Lawsuit. Counsel and National Law Firm are confident that their representation of County will not be limited in this matter by representation of any other county or municipality, but County should consider these consequences of joint representation in deciding whether to waive this conflict.

In addition to the material limitation discussed above, there are other consequences for County in agreeing to joint representation. Because each county or municipality would be a client of Counsel and National Law Firm, Counsel and National Law Firm owe equal duties of loyalty and communication to each client. As such, Counsel and National Law Firm must share all relevant information with all counties and municipalities who are clients in relation to the Lawsuit and Counsel and National Law Firm cannot, at the request of one county or municipality, withhold relevant information from the other client. That is to say, Counsel and National Law Firm cannot keep secrets about this matter among the counties and municipalities who are clients of Counsel and National Law Firm with respect to the Lawsuit. Also, lawyers normally cannot be forced to divulge information about communications with their clients because it is protected by the attorney-client privilege. However, because County would be a joint client in the same matter with other counties and municipalities, it is likely that were there to be a future legal dispute between County and other counties or municipalities that engage Counsel and National Law Firm about this matter, the attorney-client privilege would not apply, and each would not be able to invoke the privilege against the claims of the other.

Further, while County's position is in harmony with other counties and municipalities presently, and the conflict discussed above is waivable, facts and circumstances may change. For example, County may change its mind and wish to pursue a course that is adverse to the interests of another county or municipality and the conflict may become unwaivable. In that case, depending upon the circumstances, Counsel and National Law Firm may have to withdraw from representing either County or another county or municipality and County would have to bear the expense, if County chooses, of hiring new lawyers who would have to get up to speed on the matter.

County is not required to agree to waive this conflict, and County may, after considering the risks involved in joint representation, decline to sign this Engagement Letter. By signing this Engagement Letter, County is signifying its consent to waiving the conflict of interest discussed herein.

Other than the facts and circumstances related to the joint representation of numerous counties and municipalities, Counsel and National Law Firm are unaware of any facts or circumstances that would prohibit Counsel and/or National Law Firm from providing the services set forth in this Engagement Letter. However, it is important to note that the law firm of von Briesen & Roper, s.c., is a relatively large law firm based in Wisconsin and represents many companies and individuals. It is possible that some present and future clients of von Briesen & Roper, s.c., will have business relationships and potential or actual disputes with County. von Briesen & Roper, s.c., will not knowingly represent clients in matters that are actually adverse to the interests of County without County's permission and informed consent. von Briesen & Roper, s.c., respectfully requests that County consent, on a case by case basis, to von Briesen & Roper, s.c.'s representation of other clients whose interests are, or maybe adverse to, the interests of County in circumstances where County has selected other counsel and where von Briesen & Roper, s.c., has requested a written conflict waiver from County after being advised of the circumstances of the potential or actual conflict and County has provided informed consent.



## FEES FOR LEGAL SERVICES AND RESPONSIBILITY FOR EXPENSES

### A. Calculation of Contingent Fee

There is no fee for the services provided herein unless a monetary recovery acceptable to County is obtained by Counsel and National Law Firm in favor of County, whether by suit, settlement, or otherwise ("Recovery"). County understands and agrees that a Recovery may occur in any number of different fashions such as final judgment in the Lawsuit, settlement of the Lawsuit, or appropriation to County following a nationwide settlement or extinguishing of claims in lawsuits and matters similar to the Lawsuit. Counsel and National Law Firm agree to advance all costs and expenses of Counsel, National Law Firm and the Lawsuit associated with investigating and prosecuting the Lawsuit provided, however, that the costs and expenses associated with County cooperating with Counsel and National Law Firm in conjunction with the Lawsuit and otherwise performing its responsibilities under this Engagement Letter are the responsibility of County. In consideration of the legal services to be rendered by Counsel and National Law Firm, the contingent attorneys' fees for the services set forth in this Engagement Letter shall be a gross fee of 25% of the Recovery, which sum shall be divided among Counsel and National Law Firm as set forth in the above chart.

Upon the application of the applicable fee percentage to the gross Recovery, and that dollar amount set aside as attorneys' fees to Counsel and National Law Firm, the amount remaining shall first be reduced by the costs and disbursements that have been advanced by Counsel and National Law Firm, and that amount shall be remitted to Counsel and National Law Firm. By way of example only, if the gross amount of the Recovery is \$1,000,000.00, and costs and disbursements are \$100,000.00, then the fee to Counsel and National Law Firm shall be \$250,000, the costs amount of \$100,000 shall be deducted from the balance of \$750,000.00, and the net balance owed to County shall be \$650,000. The costs and disbursements which may be deducted from a Recovery include, but are not limited to, the following, without limitation: court fees, process server fees, transcript fees, expert witness fees and expenses, courier service fees, appellate printing fees, necessary travel expenses of attorneys to attend depositions, interview witnesses, attend meetings related to the scope of this Engagement Letter and the like, and other appropriate matter related out-of-pocket expenses. In the event that any Recovery results in a monetary payment to County that is less than the amount of the costs incurred and/or disbursements made by Counsel and National Law Firm, County shall not be required to pay Counsel and National Law Firm any more than the sum of the full Recovery.

### B. Nature of Contingent Fee

No monies shall be paid to Counsel or National Law Firm for any work performed, costs incurred or disbursements made by Counsel or National Law Firm in the event no Recovery to County has been obtained. In the event of a loss at trial due to an adverse jury verdict or a dismissal of the Lawsuit by the court, no monies shall be paid to Counsel or National Law Firm for any work performed, costs incurred or disbursements made by Counsel or National Law Firm. In such an event, neither party shall have any further rights against the other.

### C. Disbursement of Recovery Proceeds to County

The proceeds of any Recovery on County's behalf under the terms of this Engagement Letter shall be disbursed to County as soon as reasonably practicable after receipt by Counsel and National Law Firm. At the time of disbursement of any proceeds from a Recovery, County will be provided with a detailed disbursement sheet reflecting the method by which attorney's fees have been calculated and the expenses of litigation that are due to Counsel and National Law Firm from such proceeds. Counsel and National Law Firm are authorized to retain out of any moneys that may come into their

hands by reason of their representation of County the fees, costs, expenses and disbursements to which they are entitled as determined in this Engagement Letter.

### **TERMINATION OF REPRESENTATION**

This Engagement Letter shall cover the period from the date first indicated below until the termination of the legal services rendered hereunder, unless earlier terminated as provided herein. This Engagement Letter may be terminated by County at any time, and in the event of such termination, neither party shall have any further rights against the other, except that in the event of a Recovery by County against the Opioid Manufacturers subsequent to termination, Counsel and National Law Firm shall have a statutory lien on any such recovery as provided by applicable law and further maintain rights in the nature of *quantum meruit* to recover fees, costs and expenses reasonably allocable to their work prior to termination. Counsel and National Law Firm may withdraw as County's attorneys at any time for the following reasons:

- A. If Counsel and National Law Firm determine, in their sole discretion, that County's claim lacks merit or that it is not worthwhile to pursue the Lawsuit further; or
- B. For Good Cause. For purposes of this Paragraph, Good Cause may include County's failure to honor the terms of the Engagement Letter, County's failure to follow Counsel or National Law Firm's advice on a material matter, or any fact or circumstance that would, in the view of Counsel or National Law Firm, impair an effective attorney-client relationship or would render continuing representation unlawful or unethical. If terminated for Good Cause, County will take all steps necessary to free Counsel and National Law Firm of any obligation to perform further, including the execution of any documents (including forms for substitution of counsel) necessary to complete withdrawal provided, however, that Counsel and National Law Firm shall have a statutory lien on any Recovery as provided by applicable law and further maintain rights in the nature of *quantum meruit* to recover fees, costs and expenses reasonably allocable to their work prior to termination.

### **SETTLEMENT**

County has the authority to accept or reject any final settlement amount after receiving the advice of Counsel and National Law Firm. County understands settlements are a "compromise" of its claim(s), and that Counsel and National Law Firm's fee, as set forth above, applies to settlements also. For example, if a settlement is reached, and includes future or structured payments, Counsel and National Law Firm's fee shall include its contingent portion of those future or structured payments.

### **NO GUARANTEE OF RECOVERY**

County understands and acknowledges that dispute resolution through litigation often takes years to achieve. County understands and acknowledges that there is no guarantee or assurances of any kind regarding the likelihood of success of the Lawsuit, but that Counsel and National Law Firm will use their skill, diligence, and experience to diligently pursue the Lawsuit.

### **LIMITED LIABILITY**

von Briesen & Roper, s.c., and Crueger Dickinson LLC are limited liability entities under Wisconsin law. This means that if Counsel fails to perform duties in the representation of County and that failure causes County damages, the firms comprising Counsel and the shareholder(s) or principals directly involved in the representation may be responsible to County for those damages, but the

firm's other shareholders or principals will not be personally responsible. Counsel's professional liability insurance exceeds the minimum amounts required by the Wisconsin Supreme Court for limited liability entities of similar size.

### **COMMUNICATION BY E-MAIL**

Counsel and National Law Firm primarily communicate with their clients via unencrypted internet e-mail, and this will be the way in which communications occur with County. While unencrypted e-mail is convenient and fast, there is risk of interception, not only within internal networks and the systems used by internet service providers, but elsewhere on the internet and in the systems of our clients and their internet service providers.

### **FILE RETENTION AND DESTRUCTION**

In accordance with Counsel and National Law Firm's records retention policy, most paper and electronic records maintained are subject to a 10-year retention period from the last matter activity date or whatever date deemed appropriate. Extended retention periods may apply to certain types of matters or pursuant to County's specific directives.

After the expiration of the applicable retention period, Counsel and National Law Firm will destroy records without further notice to County, unless County otherwise notifies in writing.

### **MISCELLANEOUS**

This Engagement Letter shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to conflicts of law rules. In the event of any dispute arising out of the terms of this Engagement Letter, venue for any such dispute shall be exclusively designated in the State of Wisconsin Circuit Court for Milwaukee County, Wisconsin, or in the United States District Court for the Eastern District of Wisconsin.

It is expressly agreed that this Engagement Letter represents the entire agreement of the parties, that all previous understandings are merged in this Engagement Letter, and that no modification of this Engagement Letter shall be valid unless written and executed by all parties.

It is expressly agreed that if any term or provision of this Engagement Letter, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Engagement Letter, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby; and every other term and provision of this Engagement Letter shall be valid and shall be enforced to the fullest extent permitted by law.

The parties acknowledge that they have carefully read and fully understand all of the provisions of this Engagement Letter, and that they have the capacity to enter into this Engagement Letter. Each party and the person signing on behalf of each party, represents that the person signing this Engagement Letter has the authority to execute this document and thereby bind the party hereto on whose behalf the person is signing. Specifically, County acknowledges that it is bound by this Engagement Letter, has satisfied all conditions precedent to execution of this Engagement Letter and will execute all the necessary documents that may be required by its governing statutes and/or code.

### **CONCLUSION**

Counsel and National Law Firm are pleased to have this opportunity to be of service to County. If at any time during the course of representation you have any questions or comments about our services

or any aspect of how we provide services, please don't hesitate to call one or all of the individuals listed below.

Very truly yours,

**von BRIESEN & ROPER, s.c.**



Andrew T. Phillips

**CRUEGER DICKINSON LLC**



Erin K. Dickinson

**SIMONS HANLY CONROY LLC (Acknowledged)**

Paul J. Hanly, Jr.

CHIPPEWA COUNTY agrees to retain the services of Counsel and National Law Firm all upon the terms and conditions specified above.

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

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

Title: \_\_\_\_\_

cc: Corporation Counsel

29243067\_1.DOCX

Attachment: Resolution 54-17 to Engage in Opioid (23 - 25 : Resolution To Disallow Claim of OptumRx, Inc. - Todd Pauls)

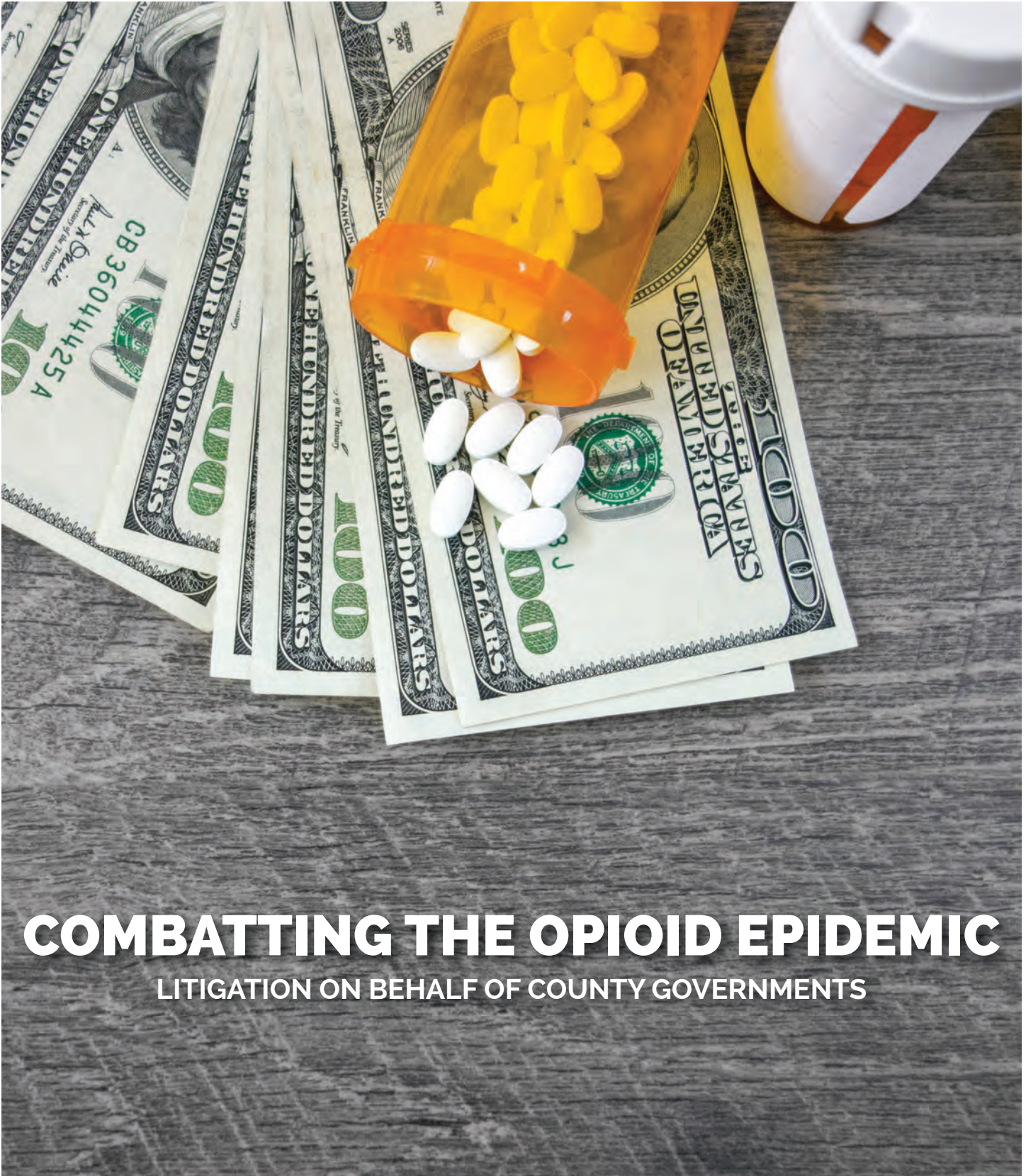




Crueger  
Dickinson

**vonBriesen**

von Briesen & Roper, s.c. | Attorneys at Law



# COMBATting THE OPIOID EPIDEMIC

## LITIGATION ON BEHALF OF COUNTY GOVERNMENTS

Attachment: Resolution 54-17 to Engage in Opioid (23 - 25 : Resolution To Disallow Claim of OptumRx, Inc. - Todd Pauls)





# THE OPIOID EPIDEMIC: A PUBLIC HEALTH CRISIS

Opioid addiction and abuse have reached epidemic levels over the past decade. Indeed, on March 22, 2016, the FDA recognized opioid abuse as a “public health crisis” that has a “profound impact on individuals, families and communities across our country.”<sup>1</sup>

In the last decade, the epidemic has exploded. From 1999 to 2013 the amount of opioids dispensed in the United States quadrupled.

In 2013, nearly 207 million opioid prescriptions were written. A year later, that number grew to 259 million.

Those sales are big business for the pharmaceutical companies that manufacture and sell opioids including Purdue, Teva, Janssen, Cephalon and Endo (referred to as “Pharma”). In 2015 alone, the sale of opioids generated nearly \$10 Billion in revenue for Pharma.

Sales and profits have grown dramatically over the past several decades.

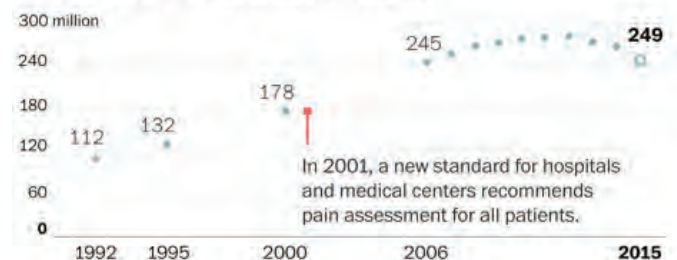
# 4X

From 1999 to 2013,  
the amount of  
prescription  
opioids dispensed  
in the U.S. nearly  
**quadrupled.**

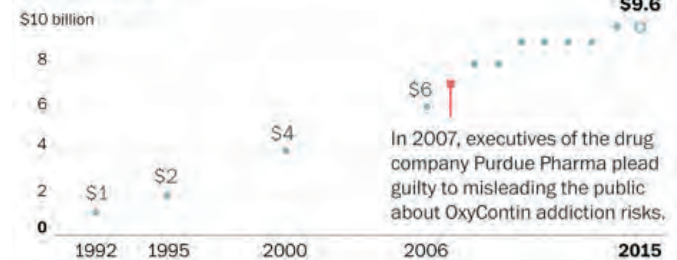
## Tracking opioid use and sales

The opioid-drug market has grown dramatically over the past 25 years.

### Total prescriptions filled in the United States



### Total U.S. sales



Source: IMS Health<sup>2</sup>

THE WASHINGTON POST

<sup>1</sup> <http://www.fda.gov/newsevents/newsroom/pressannouncements/ucm491739.htm>

<sup>2</sup> [https://www.washingtonpost.com/national/the-drug-industrys-answer-to-opioid-addiction-more-pills/2016/10/15/181a529c-8ae4-11e6-bff0-d53f592f176e\\_story.html?utm\\_term=.2d1327bf59ae](https://www.washingtonpost.com/national/the-drug-industrys-answer-to-opioid-addiction-more-pills/2016/10/15/181a529c-8ae4-11e6-bff0-d53f592f176e_story.html?utm_term=.2d1327bf59ae)





This spike in sales has had devastating and catastrophic effects. 2015 Data from the National Survey on Drug Use and Health showed that in the year 2013 over a third of the people in the United States had used prescription opioids with a significant number suffering from addiction as a result.

**37.8%** Americans used  
prescription opioids

(91.8 MILLION PEOPLE)

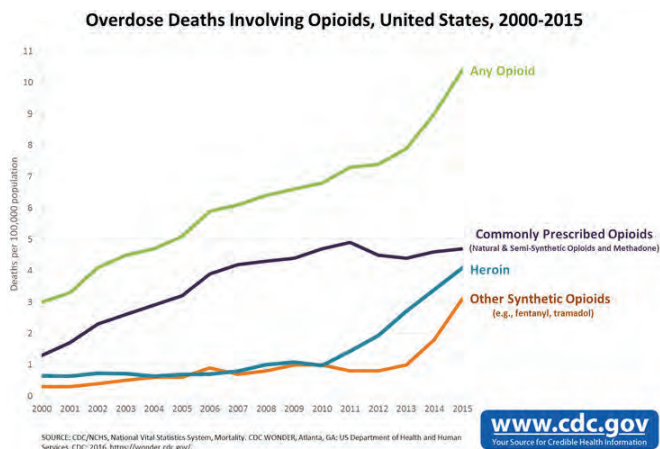
**4.7%** misused them

(11.5 MILLION PEOPLE)

**.8%** had a use disorder

(1.9 MILLION PEOPLE)

Additionally, deaths from opioids dramatically spiked with increased sales:



As described below, these dramatically increased sales and the spike in abuse and resultant deaths directly corresponds to Pharma's decision to market opioids for long-term use despite their known addictive effects.

#### PHARMA'S ROLE IN CREATING THE OPIOID EPIDEMIC

Opioids were historically used to provide effective treatment for short-term pain management. Controlled studies of the safety and efficacy of opioids were limited to short-term use. Pharma knew the limitations of the controlled studies. However, Pharma knew that profits could sky rocket if they were able to market and sell opioids for long-term use, including to treat chronic pain. In order to expand their market and achieve a dramatic increase in profits, Pharma decided to create a false marketing campaign designed to give the medical community and the public the false impression that opioids were safe and efficacious for long-term use. This false marketing campaign began in the late 90s, but exponentially increased starting in about 2006 and continues to the present.

Pharma was successful.

**SINCE 1999**

Prescription sales of  
opioids have **quadrupled**

**IN 2010**

**254 million** opioid  
prescriptions were written

**IN 2013**

**37.4%** of the population  
had been prescribed  
Opioids



The result was a public health crisis that has had a profound impact on individuals, families and communities across the country.

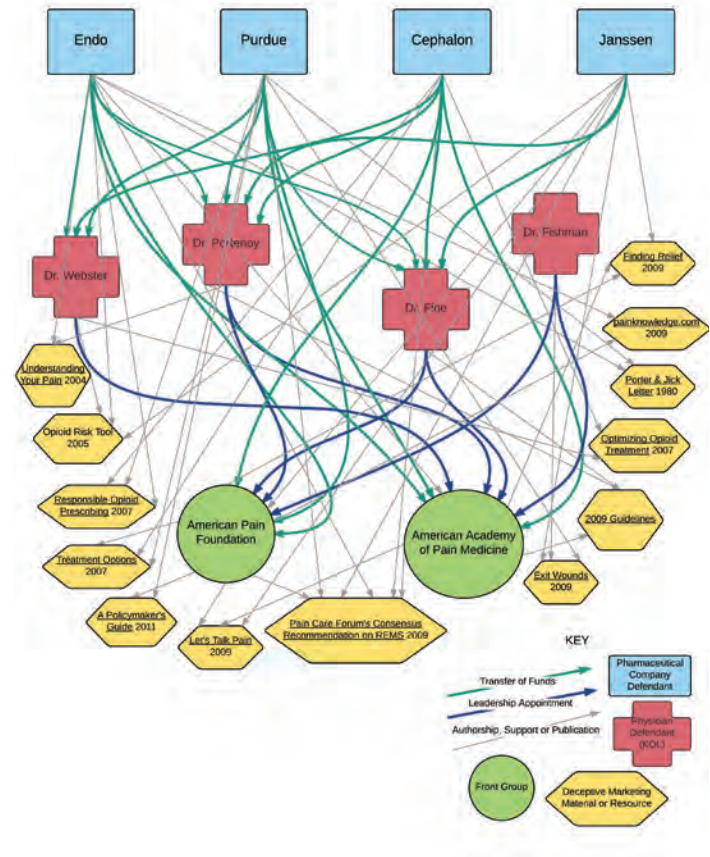
The National Institute for Health ("NIH") identified Pharma as directly responsible for this crisis. In 2015, the NIH found that "several factors are likely to have contributed to the current prescription drug abuse problem. They include drastic increases in the number of prescriptions written and dispensed, greater social acceptability for using medications for different purposes, and *aggressive marketing by pharmaceutical companies*."<sup>3</sup>

That "aggressive marketing campaign" included distorting medical and public perception of existing scientific data to create the false impression that opioids were safe and efficacious for long-term use. To accomplish this, Pharma poured money into generating articles, continuing education courses, sales groups and advocacy groups to create a phony "consensus" supporting the long-term use of opioids. Pharma and a select group of doctors and "front groups" banded together to create false legitimacy and the impression that these drugs were safe and efficacious for long-term use.

# 91

91 Americans die every day from an **opioid overdose** (that includes prescription opioids and heroin).

The following graphic depicts how this worked:



County of Suffolk v. Purdue Pharm L.P. et al., Case No. NYSCEF 613760/2016, Doc. No. 2, Ex. A.

#### WHY DID PHARMA DO THIS?

The answer is simple. Pharma made blockbuster profits. In 2012 alone, Pharma raked in \$8 Billion from the sale of opioids. Purdue alone made \$3.1 Billion from the sale of the opioid Oxycontin.

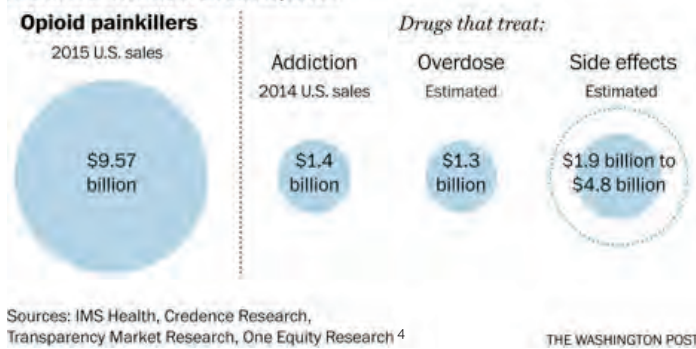
<sup>3</sup> <https://www.drugabuse.gov/about-nida/legislative-activities/testimony-to-congress/2016/americas-addiction-to-opioids-heroin-prescription-drug-abuse>



Not only has the Pharma industry profited from selling opioids but companies have also profited from treating the effects. As illustrated in a recent Washington Post article, the profits have been enormous:

#### Drugs to treat the effects of drugs

The nearly \$9.6 billion industry around opioid pain management has begotten a number of new billion-dollar markets for addiction, overdose and side effects such as constipation.



#### COUNTIES BEAR THE COSTS

While Pharma was raking in profits, county governments have been forced to spend a significant amount of money combatting this epidemic. Costs to counties include health care costs, addiction and treatment costs, social costs, programming, training and education costs, criminal justice and victimization costs and lost productivity.

#### COUNTIES AND STATES FILE LAWSUITS

A number of government entities have brought litigation against the Pharma companies for their role in creating the Opioid Epidemic. This includes the State of Kentucky, the State of Ohio, the City of Chicago and counties in New York, West Virginia and Illinois. More and more cases are filed every week. Additionally, major news outlets have

been covering the opioid epidemic and resulting litigation.

#### HOLDING PHARMA ACCOUNTABLE: CLAIMS

Lawsuits seek to hold opioid manufacturers accountable for the costs communities incur as a result of the opioid epidemic.

Lawsuits have alleged that Pharma and a select group of doctors worked together to create a false impression of the safety and efficacy of opioids for long term use. Allegations are that Pharma and the doctors misled the medical community and consumers into believing that opioids were non-addictive and were a viable option for treatment of chronic pain. Legal claims have included:

- Misrepresentation
- Consumer Fraud/Violation of Consumer Protection Statutes
- False Advertising
- Nuisance
- Civil RICO

Different cases have taken different approaches, but the facts and allegations are similar.

<sup>4</sup> [https://www.washingtonpost.com/national/the-drug-industrys-answer-to-opioid-addiction-more-pills/2016/10/15/181a529c-8ae4-11e6-bff0-d53f592f176e\\_story.html?utm\\_term=.2d1327bf59ae](https://www.washingtonpost.com/national/the-drug-industrys-answer-to-opioid-addiction-more-pills/2016/10/15/181a529c-8ae4-11e6-bff0-d53f592f176e_story.html?utm_term=.2d1327bf59ae)



## WHAT ARE THE DOLLAR FIGURES?

While it is still early in the investigation into the exact costs to counties, states and municipalities, costs of the Opioid Epidemic are staggering. Indeed, in 2016 researchers from the CDC estimated the annual economic burden of prescription opioid abuse in the U.S. at \$78.4 Billion. The study further broke down this cost as follows:

### LOST PRODUCTIVITY

**\$42 Billion** (53.3%)

### HEALTH INSURANCE

**\$26.1 Billion** (33.3%)

### CRIMINAL JUSTICE

**\$7.6 Billion** (9.7%)

### SUBSTANCE ABUSE TREATMENT

**\$2.8 Billion** (3.6%)

5

While the CDC study did not attempt to estimate damages to county governments, the economic impact is significant and, to date, unreimbursed by Pharma.

5 Florence CS, Zhou C, Luo F, Xu L. The Economic Burden of Prescription Opioid Overdose, Abuse, and Dependence in the United States, 2013. *Medical Care*. October 2016, 54(10): 901 – 906.



## FREQUENTLY ASKED QUESTIONS



### WHAT IS THE OPIOID LITIGATION AND WHY DOES IT AFFECT COUNTIES?

State and local governments around the country have begun to file lawsuits against several major manufacturers (Purdue, Janssen, Endo, Cephalon and others) (referred to as "Pharma") for their role in creating the Opioid Epidemic. These manufacturers flooded the market with highly addictive drugs, claiming they were safe and efficacious for long term use, manufactured studies to support these false claims and knowingly misrepresented the addictive nature of these drugs. As a result of these misrepresentations, millions of Americans lives have been impacted or destroyed (commonly referred to as the "Opioid Epidemic"). The Opioid Epidemic has in turn imposed huge costs on both county and state governments around the country including health care costs, substance abuse, treatment and prevention costs, criminal justice costs and productivity costs.



### WHAT IS THE ECONOMIC IMPACT OF THE OPIOID EPIDEMIC?

While it is still early in the investigation, studies have analyzed the economic impact of the Opioid Epidemic. In the most recent major study, published in 2016 by CDC researchers, the annual estimated economic burden of prescription opioid abuse in the United States was determined to be \$78.4 Billion. Of that number the economic impact broke down as follows:

#### LOST PRODUCTIVITY

**\$42 Billion** (53.3%)

#### HEALTH INSURANCE

**\$26.1 Billion** (33.3%)

#### CRIMINAL JUSTICE

**\$7.6 Billion** (9.7%)

#### SUBSTANCE ABUSE TREATMENT

**\$2.8 Billion** (3.6%)

Predictably, as the epidemic has worsened, so has the economic burden. Indeed, a similar study in 2007 found the annual economic impact was \$55.7 Billion. And a recent 2017 study funded by the U.S. Department of Health and Human Services found that more than one third of U.S. civilian, noninstitutionalized adults reported prescription opioid use, with substantial numbers reporting misuse and use disorders. As the problem has worsened since 2013, it is expected that the impact has correspondingly worsened.

6 Florence CS, Zhou C, Luo F, Xu L. The Economic Burden of Prescription Opioid Overdose, Abuse, and Dependence in the United States, 2013. *Medical Care*, October 2016, 54(10): 901 – 906.




**WHAT IS THE GOAL OF THE OPIOID LITIGATION?**

To hold Pharma responsible for their role in creating the Opioid Epidemic and to return to the counties the money spent battling the epidemic and the expense of other critical programming. While it is unrealistic to think that the lawsuit will solve the problem, Pharma should be responsible for funding solutions to a problem they created.


**WHAT KINDS OF COSTS WOULD A LAWSUIT SEEK TO RECOVER?**

The counties would seek repayment for the costs they have expended related to the Opioid Epidemic. Those costs include but are not limited to:

- County funded healthcare costs for employees and dependents related to opioid addiction, substance abuse treatment, hospitalizations, etc.
- County funded programs for residents for prevention, treatment, health visits, substance abuse programs etc.
- Criminal Justice and law enforcement costs associated with opioids
- Loss of county employee productivity related to opioid abuse and addiction
- General societal mayhem and opioid related death costs


**WHAT IS THE REASON THE COUNTIES SHOULD GET INVOLVED IN THE OPIOID LITIGATION?**

The only way to recover any of the significant costs the counties have faced as a result of Pharma's role in the Opioid Epidemic is to bring suit. Any county that does not get involved risks receiving no recovery. While recovery in this type of litigation is not certain, one certain way to get nothing is to stay out of the litigation.


**WHAT IF THE COUNTIES DO NOT GET INVOLVED?**

Counties who do not get involved will not get a recovery in the event that there is one.


**WHO WILL PAY FOR THE LITIGATION?**

The counties will not be asked to bear the costs of the Opioid Litigation. The law firms proposing to represent the counties will work on a contingent fee basis (only getting paid out of a portion of the recovery if there is one) and bearing all costs of the litigation.


**WHAT WILL BE EXPECTED OF A COUNTY BRINGING SUIT?**

Counties bringing suit will be expected to participate in some significant ways, the most major of which is document collecting and information gathering to support the county's claim for costs associated with the Opioid Epidemic. The team of private attorneys will work on site with county employees to help identify, gather and assemble this information; however, county employee time will also be necessary. Affected departments will likely be Health and Human Services, Human Resources, Medical Examiner/Coroner, District Attorney's Office, Office of the Sheriff, Circuit Courts, Department of Administration.





**WHAT IS THE REASON TO COORDINATE EFFORTS  
ACROSS COUNTIES IN THE LITIGATION?**

It will be very important to coordinate efforts both among counties in each state and between counties nationally. Government entities will face a well-financed, well-funded and coordinated defense from Pharma. Unless a critical mass of counties not only file suit and coordinate efforts, it is a safe bet that Pharma will simply continue to fight each individual case without contemplating a resolution.



**WILL THE STATE BE INVOLVED AND HOW WILL  
THAT IMPACT THE COUNTIES AND THEIR ABILITY  
TO RECOVER?**

The State of Ohio has brought suit and other states are contemplating suit. It is safe to assume that state governments will bring similar suits. The states and counties will have separate damages, however, and the counties should be able to recover even if the states bring suit. As the tobacco litigation demonstrated, there is no reason to expect that the counties can simply let the states file suit and wait for their portion of the states' recovery. The best way for the counties to protect their interests is to pursue their own litigation.



## CATEGORIES OF INFORMATION SUPPORTING COUNTY COSTS

### COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES/SOCIAL SERVICES/COMMUNITY PROGRAMS

Information regarding child welfare costs; out of home placements; community education; outreach and prevention; opioid abuse treatment; education of medical professionals; and costs associated with such programs.

Information regarding county funded (for residents/indigents) opioid-related office visits, toxicology screenings, inpatient therapy, medical claims, medical diagnosis, pharmacy claims, emergency department visits, emergency department claims, opioid treatment programs; days missed from work for opiate treatment or offenses, prescription drug plans, mental health screenings, mental health hospital visits, mental health diagnosis and Medicaid claims. Information regarding opiate treatment programs, funding for opiate treatment programs, inpatient and outpatient treatment data, cost of drugs for opiate treatment programs, insurance information for treatment and relapse information. Information from delinquency and court services regarding opioid-related interventions and programs designed to curb or prevent opioid use.

### DEPARTMENT OF HUMAN RESOURCES

Information regarding county funded employee opioid-related office visits, toxicology screenings, inpatient therapy, medical claims, medical diagnosis, pharmacy claims, emergency department visits, emergency department claims, opioid treatment programs; days missed from work for opiate treatment or offenses, prescription drug plans, mental health screenings, mental health hospital visits, mental health diagnosis

Information regarding county employees' opioid-related disability claims, funding used for substance abuse, workers compensation claims, and mental health treatment.

### MEDICAL EXAMINER/ CORONER

Information regarding the number of opioid overdose deaths, costs associated with those deaths.

### JUSTICE SYSTEM IMPACTS

Information regarding the prosecution of opioid-related crimes committed within the county and the impacts on the justice system.



**OFFICE OF THE SHERIFF/  
COUNTY JAIL**

Information regarding opioid-related arrests and charges, illegal trafficking data, prescription-related DWI's, incarceration records, probation records, drug court data, sheriff/deputy overtime data regarding opioid-related offenses, data from Narcan program, sheriff/data resources data dedicated to heroin epidemic including prevention, emergency dispatch data, repeat offender data, involuntary treatment programs, emergency dispatch data. Information regarding costs associated with housing inmates with addiction arrests, requiring addiction treatment programs.

**DEPARTMENT OF  
ADMINISTRATION**

Information regarding costs associated with expenditures incurred, or resources allocated, to combat opioid addiction or abuse.

**COUNTY-OWNED  
HOSPITALS/NURSING  
HOMES**

Information regarding costs of opioid treatment at county-owned hospitals and nursing homes.



Crueger  
Dickinson

**vonBriesen**

von Briesen & Roper, s.c. | Attorneys at Law

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RESOLUTION NO. \_\_\_\_\_

TO THE HONORABLE BOARD OF SUPERVISORS OF \_\_\_\_\_ COUNTY,  
WISCONSIN

MEMBERS,

**WHEREAS,** \_\_\_\_\_ County (“County”) is concerned with the recent rapid rise in troubles among County citizens, residents, and visitors in relation to problems arising out of the use, abuse and overuse of opioid medications, which according to certain studies, impacts millions of people across the country; and

**WHEREAS,** issues and concerns surrounding opioid use, abuse and overuse by citizens, residents and visitors are not unique to County and are, in fact, issues and concerns shared by all other counties in Wisconsin and, for that matter, states and counties across the country, as has been well documented through various reports and publications, and is commonly referred to as the Opioid Epidemic (“Opioid Epidemic”); and

**WHEREAS,** the societal costs associated with the Opioid Epidemic are staggering and, according to the Centers for Disease Control and Prevention, amount to over \$75 billion annually; and

**WHEREAS,** the National Institute for Health has identified the manufacturers of certain of the opioid medications as being directly responsible for the rapid rise of the Opioid Epidemic by virtue of their aggressive and, according to some, unlawful and unethical marketing practices; and

**WHEREAS,** certain of the opioid manufacturers have faced civil and criminal liability for their actions that relate directly to the rise of the Opioid Epidemic; and

**WHEREAS,** County has spent millions in unexpected and unbudgeted time and resources in its programs and services related to the Opioid Epidemic; and

**WHEREAS,** County is responsible for a multitude of programs and services, all of which require County to expend resources generated through state and federal aid, property tax levy, fees and other permissible revenue sources; and

**WHEREAS,** County’s provision of programs and services becomes more and more difficult every year because the costs associated with providing the Opioid Epidemic programs and services continue to rise, yet County’s ability to generate revenue is limited by strict levy limit caps and stagnant or declining state and federal aid to County; and

**WHEREAS,** all sums that County expends in addressing, combatting and otherwise dealing with the Opioid Epidemic are sums that cannot be used for other critical programs and services that County provides to County citizens, residents and visitors; and

**WHEREAS,** County has been informed that numerous counties and states across the country have filed or intend to file lawsuits against certain of the opioid manufacturers in an effort to force the persons and entities responsible for the Opioid Epidemic to assume financial responsibility for the costs associated with addressing, combatting and otherwise dealing with the Opioid Epidemic; and

**WHEREAS**, County has engaged in discussions with representatives of the law firms of von Briesen & Roper, s.c., Crueger Dickinson LLC and Simmons Hanly Conroy LLC (the “Law Firms”) related to the potential for County to pursue certain legal claims against certain opioid manufacturers; and

**WHEREAS**, County has been informed that the Law Firms have the requisite skill, experience and wherewithal to prosecute legal claims against certain of the opioid manufacturers on behalf of public entities seeking to hold them responsible for the Opioid Epidemic; and

**WHEREAS**, the Law Firms have proposed that County engage the Law Firms to prosecute the aforementioned claims on a contingent fee basis whereby the Law Firms would not be compensated unless County receives a financial benefit as a result of the proposed claims and the Law Firms would advance all claim-related costs and expenses associated with the claims; and

**WHEREAS**, all of the costs and expenses associated with the claims against certain of the opioid manufacturers would be borne by the Law Firms; and

**WHEREAS**, the Law Firms have prepared an engagement letter, which is submitted as part of this Resolution (“Engagement Letter”) specifying the terms and conditions under which the Law Firms would provide legal services to County and otherwise consistent with the terms of this Resolution; and

**WHEREAS**, County is informed that the Wisconsin Counties Association has engaged in extensive discussions with the Law Firms and has expressed a desire to assist the Law Firms, County and other counties in the prosecution of claims against certain of the opioid manufacturers; and

**WHEREAS**, County would participate in the prosecution of the claim(s) contemplated in this Resolution and the Engagement Letter by providing information and materials to the Law Firms and, as appropriate, the Wisconsin Counties Association as needed; and

**WHEREAS**, County believes it to be in the best interest of County, its citizens, residents, visitors and taxpayers to join with other counties in and outside Wisconsin in pursuit of claims against certain of the opioid manufacturers, all upon the terms and conditions set forth in the Engagement Letter; and

**WHEREAS**, by pursuing the claims against certain of the opioid manufacturers, County is attempting to hold those persons and entities that had a significant role in the creation of the Opioid Epidemic responsible for the financial costs assumed by County and other public agencies across the country in dealing with the Opioid Epidemic.

**NOW, THEREFORE, BE IT RESOLVED:**

County authorizes, and agrees to be bound by, the Engagement Letter and hereby directs the appropriate officer of the County to execute the Engagement Letter on behalf of the County; and



**BE IT FURTHER RESOLVED:**

County shall endeavor to faithfully perform all actions required of County in relation to the claims contemplated herein and in the Engagement Letter and hereby directs all County personnel to cooperate with and assist the Law Firms in relation thereto.

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

[COMMITTEE]

\*\*[FISCAL NOTE]

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Attachment: Resolution 54-17 to Engage in Opioid (23 - 25 : Resolution To Disallow Claim of OptumRx, Inc. - Todd Pauls)

# TAB 2

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<https://www.wsj.com/articles/opioid-addiction-diagnoses-up-nearly-500-in-past-seven-years-study-shows-1498737603>

U.S.

## Opioid-Addiction Diagnoses Up Nearly 500% in Past Seven Years, Study Shows

Analysis of insurance claims illustrates the growing epidemic in the U.S.



Opioid-use disorder is the clinical term for addiction to opioids, which include prescription painkillers and illicit narcotics such as heroin. PHOTO: MICHAEL BRYANT/THE PHILADELPHIA INQUIRER/ASSOCIATED PRESS

By Anne Steele

June 29, 2017 8:00 a.m. ET

An analysis of millions of Americans' medical claims showed diagnoses of opioid-use disorder surged nearly 500% over the past seven years, according to a review by the Blue Cross Blue Shield Association.

The analysis, which examined the claims of over 30 million people with commercial insurance provided by Blue Cross Blue Shield insurers between 2010 and 2016, underscores the rising tide of addiction in the U.S. Opioid-use disorder is the clinical term for addiction to opioids, which include prescription painkillers and illicit narcotics such as heroin.

Twenty-one percent of the people reviewed in the analysis filled at least one opioid prescription in 2015, according to BCBSA, with higher doses and longer-duration prescriptions associated with higher addiction rates.

### RELATED

- The Victims of the Opioid Crisis
- When the Mailman Unwittingly Becomes a Drug Dealer
- Fatal Student Opioid Overdoses Prompt Colleges to Action
- States Launch Bipartisan Probe of Opioid Marketing and Addiction
- Opioid Use Soars Among Middle Aged and Elderly

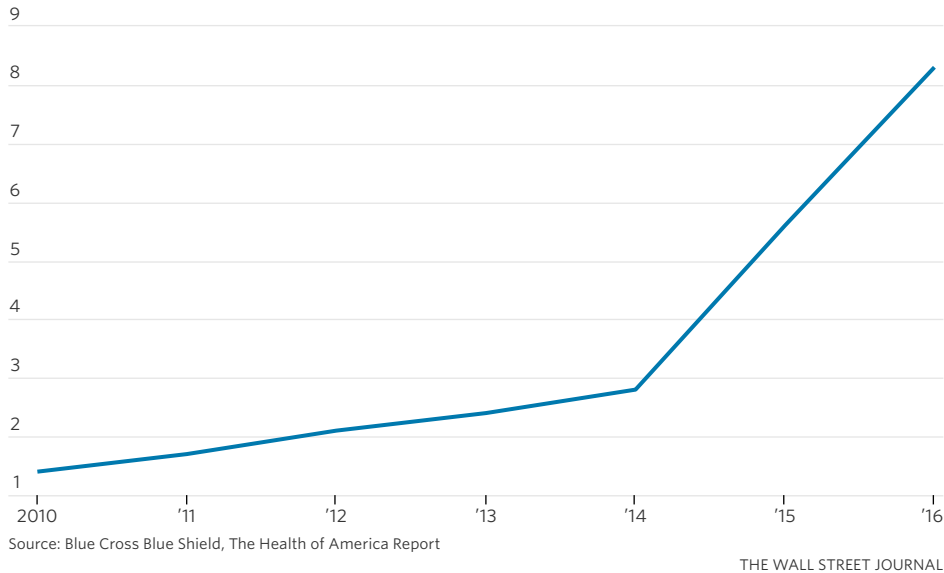
Opioid-use disorder was 40 times more likely in patients prescribed high doses for a short duration, compared with low doses for a short duration. And the disorder was seven times more likely when patients were prescribed a high dose for a long duration than a low dose for a long duration.

"You have to be concerned not just how long the script goes but how high a dose you're prescribing," says David Pizza, BCBSA's managing director of strategy and data analytics. "The way in which they're provided is key to addressing the dependency issue."

John Kelly, an associate professor of psychiatry in addiction medicine at Harvard Medical School, who wasn't involved in the study, said the results show "we are now at

**Soaring**

Rate of opioid-use disorder per 1,000 commercially insured Blue Cross Blue Shield members



the public health equivalent of ‘DEFCON 5’ with this opioid crisis.”

“High-dose, long-duration prescribing practices, which can drive up rates of opioid-use disorder, are still too common. This needs much closer attention and monitoring to curb the onset of new cases of opioid-use disorder,” he said.

The analysis also showed that use of medications to treat opioid addiction, such as buprenorphine or methadone, grew by 65% over the period of the study—a rate dwarfed by the 493% increase in opioid-use disorder diagnoses.

Kim Holland, vice president for state affairs at BCBSA, said the necessary infrastructure to support people getting the treatment they need to address substance abuse effectively is lacking.

The analysis found more people with opioid-use disorder are treated with medication in New England than in the South and parts of the Midwest.

“It tells us there’s work to do,” says Ms. Holland. “Not everyone is getting the treatment they need.”

She said opioids are an important part of a physician’s ammunition to help alleviate pain.

“But to recognize potential dangers it’s important to understand the extent to which they are prescribed,” she said.

Ninety-one Americans die each day from an opioid overdose, according to the Centers for Disease Control and Prevention.

The amount of prescription opioids sold in the U.S. has nearly quadrupled since 1999 even though there has been no change in the amount of pain reported by Americans, the CDC says. Meanwhile, deaths from prescription opioids have more than quadrupled over the same period.

**Write to Anne Steele at [Anne.Steele@wsj.com](mailto:Anne.Steele@wsj.com)**

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<https://www.wsj.com/articles/oklahoma-sues-opioid-painkiller-makers-1498848561>

U.S.

## Oklahoma Sues Opioid Painkiller Makers

State alleges Purdue Pharma, Teva, Johnson & Johnson and Allergan misrepresented addictive risks of drugs



Oklahoma is suing Purdue, which sells the painkiller OxyContin, among other pharmaceutical companies . PHOTO: GEORGE FREY/REUTERS

By Jeanne Whalen

Updated June 30, 2017 4:35 p.m. ET

Oklahoma became the latest state to file a lawsuit against opioid painkiller makers, alleging they caused widespread addiction by misrepresenting the benefits and addictive risks of their drugs.

The lawsuit filed in state court by Oklahoma’s Republican Attorney General, Mike Hunter, targets the parent companies and subsidiaries of Purdue Pharma L.P., Johnson & Johnson , Teva Pharmaceutical Industries Ltd. and Allergan PLC.

“Over a period of several years, defendants executed massive and unprecedented marketing campaigns through which they misrepresented the risks of addiction from their opioids and touted unsubstantiated benefits,” the lawsuit alleges. “The damage defendants’ false and deceptive marketing campaigns caused to the state of Oklahoma is catastrophic.” The state is seeking damages and penalties to compensate it for costs related to addiction.

### RELATED

- Ohio Sues Five Drugmakers, Saying They Fueled Opioid Crisis (May 31)
- Overdose Fatalities From Opioids Hit New Peaks (Jan. 6, 2017)
- Opioid-Addiction Diagnoses Up Nearly 500% in Past Seven Years, Study Shows (June 29)
- The Children of the Opioid Crisis (Dec. 15, 2016)

Purdue, which sells the painkiller OxyContin, said: “While we vigorously deny the allegations in the complaint, we share the attorney

general’s concerns about the opioid crisis and we are committed to working collaboratively to find solutions.”

Johnson & Johnson, whose subsidiary Janssen sells the opioid drug Duragesic, said: “We recognize opioid abuse is a serious public health issue that must be addressed. At the

same time, we firmly believe Janssen has acted responsibly and in the best interests of patients and physicians.”

Allergan, which sells the painkillers Kadian and Norco, said “it has a history of supporting—and continues to support—the safe, responsible use of prescription medications,” including opioids and said the drugs “play an appropriate role in pain relief for millions of Americans” when used correctly.

Teva, which sells the opioid drugs Actiq and Fentora, said it is “committed to the appropriate promotion and use of opioids.”

Oklahoma’s lawsuit follows similar suits filed by Mississippi, Ohio and Missouri.

The state lawsuits come amid mounting public concern over opioid addiction, which has helped drive U.S. overdose rates to all-time highs.

Many people became addicted by taking powerful opioid painkillers and often progressed to heroin if they couldn’t get access to pills. Public-health officials have long blamed aggressive company marketing and lax prescribing for sparking the crisis.

**Write to** Jeanne Whalen at [jeanne.whelen@wsj.com](mailto:jeanne.whelen@wsj.com)

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U.S.

# Ohio Sues Drug Makers, Saying They Aided Opioid Epidemic

By RICHARD PÉREZ-PEÑA MAY 31, 2017

The State of Ohio filed a lawsuit on Wednesday against the pharmaceutical industry over the opioid epidemic, accusing several drug companies of conducting marketing campaigns that misled doctors and patients about the danger of addiction and overdose.

Ohio's attorney general, Mike DeWine, sued the drug makers in a case similar to one that was filed by Mississippi in 2015 and is still pending. In another case, West Virginia went after major drug distributors and has reached settlements that will pay the state tens of millions of dollars. The City of Chicago, and counties in New York, California and West Virginia, have all started litigation.

Complaints like these are being closely watched by state and local governments around the country that are trying to decide how to proceed — decisions that are complicated by differences in state laws.

"We are in ongoing discussions with attorneys general about what can only be described as a national epidemic," said Michael P. Canty, a lawyer in New York whose firm, Labaton Sucharow, is advising states on possible opioid litigation.

In 2015, more than 25,000 people in the United States died in 2015 from overdosing on opioids like fentanyl, oxycodone and hydrocodone, more than twice as

those narcotics, now kill more Americans than homicide, and are approaching traffic accidents as a cause of death.

Middle-aged white men suffer disproportionately from opioid abuse, and the states with the highest overdose tolls are Ohio, Kentucky, New Hampshire and West Virginia.

The drugs were once used primarily for acute, or short-term pain, but over the last two decades, doctors have increasingly prescribed them to treat chronic pain, giving them to patients for months or years at a stretch. Drug makers promoted that change, Mr. DeWine charged in his suit, spending “millions of dollars on promotional activities and materials that falsely deny or trivialize the risks of opioids while overstating the benefits of using them for chronic pain.”

In addition, he said, the companies provided funding to prominent doctors, medical societies and patient advocacy groups to win their support for the drugs’ use. By 2012, the suit says, opioid prescriptions in Ohio equaled 68 pills a year for every resident of the state, including children.

Defendants in the case include Purdue Pharma, Teva Pharmaceutical Industries, Johnson & Johnson, Endo Pharmaceuticals, Allergan and others.

Purdue, the maker of OxyContin, a time-release opioid, released a statement saying, “We share the attorney general’s concerns about the opioid crisis and we are committed to working collaboratively to find solutions,” and calling the company “an industry leader in the development of abuse-deterrent technology.”

Pharmaceutical Research and Manufacturers of America, the leading industry group, said it would not comment on litigation involving specific companies.

Ohio’s lawsuit seeks to recover money the state has spent on the drugs themselves, through programs like Medicaid, and on addiction treatment. States took a similar approach in suing the tobacco industry in the 1990s, which eventually led to settlements worth more than \$200 billion.

A version of this article appears in print on June 1, 2017, on Page A17 of the New York edition with the headline: Ohio Sues Drug Makers Over Opioid Crisis.

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Attachment: Resolution 54-17 to Engage in Opioid (23 - 25 : Resolution To Disallow Claim of OptumRx, Inc. - Todd Pauls)

# TAB 3

**SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF SUFFOLK**

THE COUNTY OF SUFFOLK,

*Plaintiff,*

v.

PURDUE PHARMA L.P.; PURDUE PHARMA INC.; THE PURDUE FREDERICK COMPANY, INC.; TEVA PHARMACEUTICALS USA, INC.; CEPHALON, INC.; JOHNSON & JOHNSON; JANSSEN PHARMACEUTICALS, INC.; ORTHO-McNEIL-JANSSEN PHARMACEUTICALS, INC. N/K/A JANSSEN PHARMACEUTICALS, INC.; JANSSEN PHARMACEUTICA, INC. N/K/A JANSSEN PHARMACEUTICALS, INC.; ENDO HEALTH SOLUTIONS INC.; ENDO PHARMACEUTICALS, INC.; RUSSELL PORTENOY; PERRY FINE; SCOTT FISHMAN; and LYNN WEBSTER,

*Defendants.*

Index No.

**COMPLAINT**

Plaintiff, the County of Suffolk, New York ("Plaintiff"), by and through the undersigned attorneys, for its Complaint against Defendants Purdue Pharma L.P., Purdue Pharma Inc., The Purdue Frederick Company, Inc., Teva Pharmaceuticals USA, Inc., Cephalon, Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals Inc., Janssen Pharmaceutica, Inc. n/k/a Janssen Pharmaceuticals, Endo Health Solutions Inc., Endo Pharmaceuticals, Inc., Russell Portenoy, Perry Fine, Scott Fishman, and Lynn Webster (collectively, "Defendants") alleges as follows:

## INTRODUCTION

1. Plaintiff spends millions of dollars each year to provide or pay for the health care, pharmaceutical care, and other necessary services and programs on behalf of indigents and otherwise eligible residents, including payments for prescription opium-like painkillers ("opioids"), which are manufactured, marketed, promoted, sold, and/or distributed by the Defendants.

2. Plaintiff also provides a wide range of other services on behalf of its residents, including services for families and children, public assistance, and law enforcement.

3. Plaintiff is one of the largest employers on Long Island, employing approximately 10,000 people in 22 departments. Plaintiff funds its own health insurance plan for the benefit of its employees, through which it pays part or all of its employees' health care costs, including the cost of prescription drugs, including opioids.

4. Opioids include brand-name drugs like OxyContin and Percocet and generics like oxycodone and hydrocodone. They are derived from or possess properties similar to opium and heroin, and, as such, they are highly addictive and dangerous and therefore are regulated by the United States Food and Drug Administration ("FDA") as controlled substances.

5. Opioids provide effective treatment for short-term post-surgical and trauma-related pain, and for palliative end-of-life care. They are approved by the FDA for use in the management of moderate to severe pain where use of an opioid analgesic is appropriate for more than a few days. Defendants, however, have manufactured,



promoted, and marketed opioids for the management of pain by misleading consumers and medical providers through misrepresentations or omissions regarding the appropriate uses, risks, and safety of opioids.

6. Addiction is a spectrum of substance use disorders that range from misuse and abuse of drugs to addiction.<sup>1</sup> Throughout this Complaint, "addiction" refers to the entire range of substance abuse disorders. Individuals suffer negative consequences wherever they fall on the substance use disorder continuum.

7. Defendants knew that, barring exceptional circumstances, opioids are too addictive and too debilitating for long-term use for chronic non-cancer pain lasting three months or longer ("chronic pain").

8. Defendants knew that, with prolonged use, the effectiveness of opioids wanes, requiring increases in doses to achieve pain relief and markedly increasing the risk of significant side effects and addiction.<sup>2</sup>

9. Defendants knew that controlled studies of the safety and efficacy of opioids were limited to short-term use (*i.e.*, not longer than 90 days) in managed settings (*e.g.*, hospitals) where the risk of addiction and other adverse outcomes was significantly minimized.

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<sup>1</sup> Diagnostic and Statistical Manual of Mental Disorders (5<sup>th</sup> ed. 2013) ("DSM-V").

<sup>2</sup> See, *e.g.*, Russell K. Portenoy, *Opioid Therapy for Chronic Nonmalignant Pain: Current Status*, 1 Progress in Pain Res. & Mgmt., 247-287 (H.L. Fields and J.C. Liebeskind eds., 1994).

10. To date, there have been no long-term studies demonstrating the safety and efficacy of opioids for long-term use.

11. Despite the foregoing knowledge, in order to expand the market for opioids and realize blockbuster profits, Defendants sought to create a false perception of the safety and efficacy of opioids in the minds of medical professionals and members of the public that would encourage the use of opioids for longer periods of time and to treat a wider range of problems, including such common aches and pains as lower back pain, arthritis, and headaches.

12. Defendants accomplished that false perception through a coordinated, sophisticated, and highly deceptive marketing campaign that began in the late 1990s, became more aggressive in or about 2006, and continues to the present.

13. Defendants accomplished their marketing campaign goal by convincing doctors, patients, and others that the benefits of using opioids to treat chronic pain outweighed the risks, and that opioids could be safely used by most patients.

14. Defendants, individually and collectively, knowing that long-term opioid use causes addiction, misrepresented the dangers of long-term opioid use to physicians, pharmacists, and patients by engaging in a campaign to minimize the risks of, and to encourage, long-term opioid use.

15. Defendants' marketing campaign has been extremely successful in expanding opioid use. Since 1999, the amount of prescription opioids sold in the U.S.

nearly quadrupled.<sup>3</sup> In 2010, 254 million prescriptions for opioids were filled in the U.S. – enough to medicate every adult in America around the clock for a month. In that year, 20% of all doctors’ visits resulted in the prescription of an opioid (nearly double the rate in 2000).<sup>4</sup> While Americans represent only 4.6% of the world’s population, they consume 80% of the opioids supplied around the world and 99% of the global hydrocodone supply.<sup>5</sup> By 2014, nearly two million Americans either abused or were dependent on opioids.<sup>6</sup>

16. Defendants’ campaign has been extremely profitable for them. In 2012 alone, opioids generated \$8 billion in revenue for drug companies.<sup>7</sup> Of that amount, \$3.1 billion went to Purdue for its OxyContin sales.<sup>8</sup>

17. Defendants’ marketing campaign has been extremely harmful to Americans. Overdoses from prescription pain relievers are a driving factor in a 15-year increase in opioid overdose deaths. Deaths from prescription opioids have also

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<sup>3</sup> CDC, Injury Prevention & Control: Opioid Overdose, Understanding the Epidemic. Available at: <http://www.cdc.gov/drugoverdose/epidemic/index.html> (accessed March 31, 2016) (internal footnotes omitted).

<sup>4</sup> M. Daubresse, et al., Ambulatory Diagnosis and Treatment of Nonmalignant Pain in the United States, 2000-2010, 51(10) Med. Care 870-78 (2013).

<sup>5</sup> L. Manchikanti, et al., Therapeutic Use, Abuse, and Nonmedical Use of Opioids: A Ten-Year Perspective, 13 Pain Physician 401-435 (2010).

<sup>6</sup> CDC, Injury Prevention & Control: Opioid Overdose, Prescription Opioids. Available at: <http://www.cdc.gov/drugoverdose/opioids/prescribed.html> (accessed March 31, 2016).

<sup>7</sup> B. Meier & B. Marsh, *The Soaring Cost of the Opioid Economy*, N.Y. Times (June 22, 2013).

<sup>8</sup> K. Eban, *Purdue Pharma’s Painful Medicine*, Fortune Magazine (Nov. 9, 2011).

quadrupled since 1999. From 2000 to 2014 nearly half a million people died from such overdoses. Seventy-eight Americans die every day from an opioid overdose.<sup>9</sup>

18. In 2012, an estimated 2.1 million people in the United States suffered from substance use disorders related to prescription opioid pain relievers.<sup>10</sup> Between 30% and 40% of long-term users of opioids experience problems with opioid use disorders.<sup>11</sup>

19. Opioid addiction and overdose have reached epidemic levels over the past decade. On March 22, 2016, the FDA recognized opioid abuse as a “public health crisis” that has a “profound impact on individuals, families and communities across our country.”<sup>12</sup>

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<sup>9</sup> CDC, Injury Prevention & Control: Opioid Overdose, Understanding the Epidemic, *supra*.

<sup>10</sup> Substance Abuse and Mental Health Services Administration, *Results from the 2012 National Survey on Drug Use and Health: Summary of National Findings*, NSDUH Series H-46, HHS Publication No. (SMA) 13-4795. Rockville, MD: Substance Abuse and Mental Health Services Administration, 2013.

<sup>11</sup> J. Boscarino et al., Risk factors for drug dependence among out-patients on opioid therapy in a large US health-care system, 105(10) *Addiction* 1776 (2010); J. Boscarino et al., Prevalence of Prescription Opioid-Use Disorder Among Chronic Pain Patients: Comparison of the DSM-5 vs. DSM-4 Diagnostic Criteria, 30(3) *Journal of Addictive Diseases* 185 (2011).

<sup>12</sup> FDA announces enhanced warnings for immediate-release opioid pain medications related to risks of misuse, abuse, addiction, overdose and death. Available at <http://www.fda.gov/newsevents/newsroom/pressannouncements/ucm491739.htm> (accessed March 31, 2016).

20. Defendants' marketing campaign has failed to achieve any material health care benefits. Since 1999, there has been no overall change in the amount of pain that Americans report.<sup>13</sup>

21. The National Institutes of Health ("NIH") not only recognizes the opioid abuse problem, but also identifies Defendants' "aggressive marketing" as a major cause: "Several factors are likely to have contributed to the severity of the current prescription drug abuse problem. They include drastic increases in the number of prescriptions written and dispensed, greater social acceptability for using medications for different purposes, and *aggressive marketing by pharmaceutical companies.*"<sup>14</sup> As shown below, the "drastic increases in the number of prescriptions written and dispensed" and the "greater social acceptability for using medications for different purposes " are not really independent causative factors but are in fact the direct result of "the aggressive marketing by pharmaceutical companies."

22. The rising numbers of persons addicted to opioids have led to significantly increased health care costs as well as a dramatic increase of social problems, including drug abuse and diversion<sup>15</sup> and the commission of criminal acts to obtain opioids

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<sup>13</sup> CDC, Injury Prevention & Control: Opioid Overdose, Understanding the Epidemic, *supra*.

<sup>14</sup> America's Addiction to Opioids: Heroin and Prescription Drug Abuse. Available at [http://www.drugabuse.gov/about-nida/legislative-activities/testimony-to-congress/2015/americas-addiction-to-opioids-heroin-prescription-drug-abuse#\\_ftn2](http://www.drugabuse.gov/about-nida/legislative-activities/testimony-to-congress/2015/americas-addiction-to-opioids-heroin-prescription-drug-abuse#_ftn2) (accessed March 31, 2016) (emphasis added).

<sup>15</sup> According to the CDC, when prescription medicines are obtained or used illegally, it is called "drug diversion."

throughout the United States, including New York State and Suffolk County. Consequently, public health and safety throughout the United States, including Suffolk County, has been significantly and negatively impacted due to the misrepresentations and omissions by Defendants regarding the appropriate uses and risks of opioids, ultimately leading to widespread inappropriate use of the drug.

23. Between 1996 and 2006, the New York State consumption of hydrocodone increased from approximately 2,000 milligrams (mgs) per person to 12,000 mgs per person. Oxycodone consumption increased from approximately 1,000 mgs per person to 16,000 mgs per person. At the same time, health care admissions for opioid analgesic abuse have risen both nationally and in New York State at rates of greater than 300%.

24. In Suffolk County in 2012, there were 8,271 emergency room visits due to opiate use. Substance abuse programs in Suffolk County served 18,724 people for opioid abuse. Deaths from prescription opioids have also quadrupled since 1999. From 2000 to 2014 nearly half a million people died from such overdoses. In 2012 there were 214 overdose deaths related to opioids.

25. The commission of criminal acts to obtain opioids is an inevitable consequence of opioid addiction. For example, on June 19, 2011, David Laffer and his wife, prescription opioid abusers desperately seeking opioids, robbed the Haven Pharmacy in Medford, New York. During the robbery, Laffer brutally executed four unarmed, unsuspecting customers and employees.<sup>16</sup>

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<sup>16</sup> *Id.*



26. As a direct and foreseeable consequence of Defendants' wrongful conduct, Plaintiff has been required to spend millions of dollars each year in its efforts to combat the public nuisance created by Defendants' deceptive marketing campaign. Plaintiff has incurred and continues to incur costs related to opioid addiction and abuse, including, but not limited to, health care costs, criminal justice and victimization costs, social costs, and lost productivity costs. Defendants' misrepresentations regarding the safety and efficacy of long-term opioid use proximately caused injury to Plaintiff and its residents.

#### JURISDICTION AND VENUE

27. This Court has jurisdiction over this action pursuant to New York Constitution, article VI, § 7(a) and CPLR 301 and 302.

28. Venue is proper in Suffolk County pursuant to CPLR 503(a).

29. This action is non-removable because there is incomplete diversity of residents and no substantial federal question is presented.

#### PARTIES

30. Suffolk County comprises ten towns in eastern Long Island, New York. Plaintiff provides a wide range of services on behalf of its residents, including services for families and children, public health, public assistance, law enforcement, and emergency care. As mentioned above, Plaintiff also funds its own health insurance plan for its approximately 10,000 employees.

31. Plaintiff brings this action on its own behalf and also as subrogee of its employees and residents and, as such, Plaintiff stands in the shoes of its subrogors, and is entitled to all the rights of its subrogors. In making the payments it has made on behalf

of its employees and residents, Plaintiff did not act as a volunteer but rather acted under compulsion, for the protection of its interests, or as *parens patriae*.

32. Defendant Purdue Pharma L.P. (“PPL”) is a limited partnership organized under the laws of Delaware with its principal place of business in Stamford, Connecticut.

33. Defendant Purdue Pharma Inc. (“PPI”) is a New York corporation with its principal place of business in Stamford, Connecticut.

34. Defendant The Purdue Frederick Company, Inc. (“PFC”) is a New York corporation with its principal place of business in Stamford, Connecticut.

35. PPL, PPI, and PFC (collectively, “Purdue”) are engaged in the manufacture, promotion, distribution, and sale of opioids nationally and in Suffolk County, including the following:

*Table 1. Purdue Opioids*

| Drug Name   | Chemical Name                            | Schedule <sup>17</sup> |
|-------------|------------------------------------------|------------------------|
| OxyContin   | Oxycodone hydrochloride extended release | Schedule II            |
| MS Contin   | Morphine sulfate extended release        | Schedule II            |
| Dilaudid    | Hydromorphone hydrochloride              | Schedule II            |
| Dilaudid-HP | Hydromorphone hydrochloride              | Schedule II            |
| Butrans     | Byprenorphine                            | Schedule III           |
| Hysingla ER | Hydrocodone bitrate                      | Schedule II            |

<sup>17</sup> Since passage of the Controlled Substances Act (“CSA”) in 1970, opioids have been regulated as controlled substances. As controlled substances, they are categorized in five schedules, ranked in order of their potential for abuse, with Schedule I being the most dangerous. The CSA imposes a hierarchy of restrictions on prescribing and dispensing drugs based on their medicinal value, likelihood of addiction or abuse, and safety. Opioids generally had been categorized as Schedule II or Schedule III drugs. Schedule II drugs have a high potential for abuse, have a currently accepted medical use, and may lead to severe psychological or physical dependence. Schedule III drugs are deemed to have a lower potential for abuse, but their abuse still may lead to moderate or low physical dependence or high psychological dependence.

|             |                                                    |             |
|-------------|----------------------------------------------------|-------------|
| Targiniq ER | Oxycodone hydrochloride and naloxone hydrochloride | Schedule II |
|-------------|----------------------------------------------------|-------------|

36. OxyContin is Purdue's largest-selling opioid. Since 2009, Purdue's national annual sales of OxyContin have fluctuated between \$2.47 billion and \$2.99 billion, up four-fold from 2006 sales of \$800 million. OxyContin constitutes roughly 30% of the entire market for analgesic drugs (*i.e.*, painkillers).

37. Defendant Teva Pharmaceuticals USA, Inc. ("Teva USA") is a Delaware corporation with its principal place of business in North Wales, Pennsylvania. Teva USA is a wholly owned subsidiary of Teva Pharmaceutical Industries, Ltd. ("Teva Ltd."), an Israeli corporation.

38. Defendant Cephalon, Inc. is a Delaware corporation with its principal place of business in Frazer, Pennsylvania. In 2011, Teva Ltd. acquired Cephalon, Inc.

39. Teva USA and Cephalon, Inc. (collectively, "Cephalon") work together to manufacture, promote, distribute and sell both brand name and generic versions of the opioids nationally and in Suffolk County, including the following:

*Table 2. Cephalon Opioids*

| Drug Name | Chemical Name    | Schedule    |
|-----------|------------------|-------------|
| Actiq     | Fentanyl citrate | Schedule II |
| Fentora   | Fentanyl citrate | Schedule II |

40. Teva USA was in the business of selling generic opioids, including a generic form of OxyContin from 2005 to 2009 nationally and in Suffolk County.

41. Defendant Johnson & Johnson (“J&J”) is a New Jersey corporation with its principal place of business in New Brunswick, New Jersey.

42. Defendant Janssen Pharmaceuticals, Inc. (“Janssen Pharmaceuticals”) is a Pennsylvania corporation with its principal place of business in Titusville, New Jersey, and is a wholly owned subsidiary of J&J.

43. Janssen Pharmaceuticals, Inc. was formerly known as Ortho-McNeil-Janssen Pharmaceuticals, Inc., which in turn was formerly known as Janssen Pharmaceutica, Inc.

44. Defendant Ortho-McNeil-Janssen Pharmaceuticals, Inc. (“OMP”), now known as Janssen Pharmaceuticals, Inc., is a Pennsylvania corporation with its principal place of business in Titusville, New Jersey.

45. Janssen Pharmaceutica, Inc. (“Janssen Pharmaceutica”), now known as Janssen Pharmaceuticals, Inc., is a Pennsylvania corporation with its principal place of business in Titusville, New Jersey.

46. J&J is the only company that owns more than 10% of Janssen Pharmaceuticals stock. Upon information and belief, J&J controls the sale and development of Janssen Pharmaceuticals drugs and Janssen Pharmaceuticals profits inure to J&J’s benefit.

47. J&J, Janssen Pharmaceuticals, OMP, and Janssen Pharmaceutica (collectively, “Janssen”) are or have been engaged in the manufacture, promotion, distribution, and sale of opioids nationally and in Suffolk County, including the following:

*Table 3. Janssen Opioids*

| Drug Name             | Chemical Name               | Schedule    |
|-----------------------|-----------------------------|-------------|
| Duragesic             | Fentanyl                    | Schedule II |
| Nucynta <sup>18</sup> | Tapentadol extended release | Schedule II |
| Nucynta ER            | Tapentadol                  | Schedule II |

48. Together, Nucynta and Nucynta ER accounted for \$172 million in sales in 2014. Prior to 2009, Duragesic accounted for at least \$1 billion in annual sales.

49. Defendant Endo Health Solutions Inc. (“EHS”) is a Delaware corporation with its principal place of business in Malvern, Pennsylvania.

50. Defendant Endo Pharmaceuticals, Inc. (“EPI”) is a wholly owned subsidiary of EHS and is a Delaware corporation with its principal place of business in Malvern, Pennsylvania.

51. EHS and EPI (collectively, “Endo”) manufacture, promote, distribute and sell opioids nationally and in Suffolk County, including the following:

*Table 4. Endo Opioids*

| Drug Name | Chemical Name                               | Schedule    |
|-----------|---------------------------------------------|-------------|
| Opana ER  | Oxymorphone hydrochloride extended release  | Schedule II |
| Opana     | Oxymorphone hydrochloride                   | Schedule II |
| Percodan  | Oxymorphone hydrochloride and aspirin       | Schedule II |
| Percocet  | Oxymorphone hydrochloride and acetaminophen | Schedule II |

52. Opioids made up roughly \$403 million of Endo’s overall revenues of \$3 billion in 2012. Opana ER yielded revenue of \$1.15 billion from 2010 to 2013, and it

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<sup>18</sup> Depomed, Inc. acquired the rights to Nucynta and Nucynta ER from Janssen in 2015.

accounted for 10% of Endo's total revenue in 2012. Endo also manufactures and sells generic opioids, both directly and through its subsidiary, Qualitest Pharmaceuticals, Inc., including generic oxycodone, oxymorphone, hydromorphone, and hydrocodone products.

53. Russell Portenoy, M.D., is an individual residing in New York. Dr. Portenoy was instrumental in promoting opioids for sale and distribution nationally and in Suffolk County.

54. Perry Fine, M.D., is an individual residing in Utah. Dr. Fine was instrumental in promoting opioids for sale and distribution nationally and in Suffolk County.

55. Scott Fishman, M.D., is an individual residing in California. Dr. Fishman was instrumental in promoting opioids for sale and distribution nationally and in Suffolk County.

56. Lynn Webster, M.D., is an individual residing in Utah. Dr. Webster was instrumental in promoting opioids for sale and distribution nationally and in Suffolk County.

#### FACTS RELEVANT TO ALL CAUSES OF ACTION

##### A. The Pain-Relieving and Addictive Properties of Opioids

57. The pain-relieving properties of opium have been recognized for millennia. So has the magnitude of its potential for abuse and addiction. Opioids are related to illegal drugs like opium and heroin.



58. During the Civil War, opioids, then known as "tinctures of laudanum," gained popularity among doctors and pharmacists for their ability to reduce anxiety and relieve pain – particularly on the battlefield – and they were popularly used in a wide variety of commercial products ranging from pain elixirs to cough suppressants to beverages. By 1900, an estimated 300,000 people were addicted to opioids in the United States,<sup>19</sup> and many doctors prescribed opioids solely to avoid patients' withdrawal. Both the numbers of opioid addicts and the difficulty in weaning patients from opioids made clear their highly addictive nature.

59. Due to concerns about their addictive properties, opioids have been regulated at the federal level as controlled substances by the U.S. Drug Enforcement Administration ("DEA") since 1970. The labels for scheduled opioid drugs carry black box warnings of potential addiction and "[s]erious, life-threatening, or fatal respiratory depression," as the result of an excessive dose.

60. Studies and articles from the 1970s and 1980s also made clear the reasons to avoid opioids. Scientists observed negative outcomes from long-term opioid therapy in pain management programs; opioids' mixed record in reducing pain long-term and failure to improve patients' function; greater pain complaints as most patients developed tolerance to opioids; opioid patients' diminished ability to perform basic tasks; their inability to make use of complementary treatments like physical therapy due to the side

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<sup>19</sup> Substance Abuse and Mental Health Services Administration, Medication-Assisted Treatment for Opioid Addiction in Opioid Treatment Programs, Treatment Improvement Protocol (TIP Services), No. 43 (2005).

effects of opioids; and addiction. Leading authorities discouraged, or even prohibited, the use of opioid therapy for chronic pain.

61. In 1986, Dr. Portenoy, who later became Chairman of the Department of Pain Medicine and Palliative Care at Beth Israel Medical Center in New York while at the same time serving as a top spokesperson for drug companies, published an article reporting that “[f]ew substantial gains in employment or social function could be attributed to the institution of opioid therapy.”<sup>20</sup>

62. Writing in 1994, Dr. Portenoy described the prevailing attitudes regarding the dangers of long-term use of opioids:

*The traditional approach to chronic non-malignant pain does not accept the long-term administration of opioid drugs. This perspective has been justified by the perceived likelihood of tolerance, which would attenuate any beneficial effects over time, and the potential for side effects, worsening disability, and addiction. According to conventional thinking, the initial response to an opioid drug may appear favorable, with partial analgesia and salutary mood changes, but adverse effects inevitably occur thereafter. It is assumed that the motivation to improve function will cease as mental clouding occurs and the belief takes hold that the drug can, by itself, return the patient to a normal life. Serious management problems are anticipated, including difficulty in discontinuing a problematic therapy and the development of drug seeking behavior induced by the desire to maintain analgesic effects, avoid withdrawal, and perpetuate reinforcing psychic effects. There is an implicit assumption that little separates these outcomes from the highly aberrant behaviors associated with addiction.*<sup>21</sup>

<sup>20</sup> R. Portenoy & K. Foley, Chronic Use of Opioid Analgesics in Non-Malignant Pain: Report of 38 cases, 25(2) Pain 171 (1986).

<sup>21</sup> R. Portenoy, *Opioid Therapy for Chronic Nonmalignant Pain: Current Status*, 1 Progress in Pain Res. & Mgmt., 247-287 (H.L. Fields and J.C. Liebeskind eds., 1994) (emphasis added).

According to Dr. Portenoy, the foregoing problems could constitute “compelling reasons to reject long-term opioid administration as a therapeutic strategy in all but the most desperate cases of chronic nonmalignant pain.”<sup>22</sup>

63. For all the reasons outlined by Dr. Portenoy, and in the words of one researcher from the University of Washington in 2012, and quoted by a Harvard researcher the same year, “it did not enter [doctors’] minds that there could be a significant number of chronic pain patients who were successfully managed with opioids, because if there were any, we almost never saw them.”<sup>23</sup>

64. Discontinuing opioids after more than just a few weeks of therapy will cause most patients to experience withdrawal symptoms. These withdrawal symptoms include: severe anxiety, nausea, vomiting, headaches, agitation, insomnia, tremors, hallucinations, delirium, pain, and other serious symptoms, which may persist for months after a complete withdrawal from opioids, depending on how long the opioids were used.

65. When under the continuous influence of opioids over time, patients grow tolerant to their analgesic effects. As tolerance increases, a patient typically requires progressively higher doses in order to obtain the same levels of pain reduction to which

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<sup>22</sup> *Id.*

<sup>23</sup> J. Loeser. Five crises in pain management, *Pain Clinical Updates*. 2012;20 (1):1-4(cited by I. Kissin, Long-term opioid treatment of chronic nonmalignant pain: unproven efficacy and neglected safety?, 6 *J. Pain Research* 513, 514 (2013)).

he has become accustomed – up to and including doses that are “frighteningly high.”<sup>24</sup> At higher doses, the effects of withdrawal are more substantial, thus leaving a patient at a much higher risk of addiction. A patient can take the opioids at the continuously escalating dosages to match pain tolerance and still overdose at recommended levels.

66. Opioids vary by duration. Long-acting opioids, such as Purdue’s OxyContin and MS Contin, Janssen’s Nucynta ER and Duragesic, Endo’s Opana ER, and Actavis’s Kadian, are designed to be taken once or twice daily and are purported to provide continuous opioid therapy for, in general, 12 hours. Short-acting opioids, such as Cephalon’s Actiq and Fentora, are designed to be taken in addition to long-acting opioids to address “episodic pain” and provide fast-acting, supplemental opioid therapy lasting approximately 4 to 6 hours.

67. Defendants promoted the idea that pain should be treated by taking long-acting opioids continuously and supplementing them by also taking short-acting, rapid-onset opioids for episodic pain.

68. In 2013, in response to a petition to require manufacturers to strengthen warnings on the labels of long-acting opioid products, the FDA warned of the “grave risks” of opioids, including “addiction, overdose, and even death.” The FDA further warned, “[e]ven proper use of opioids under medical supervision can result in life-threatening respiratory depression, coma, and death.” Because of those grave risks, the FDA said that long-acting or extended release opioids “should be used only when

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<sup>24</sup> M. Katz, Long-term Opioid Treatment of Nonmalignant Pain: A Believer Loses His Faith, 170(16) Archives of Internal Med. 1422 (2010).

alternative treatments are inadequate.”<sup>25</sup> The FDA required that – going forward – opioid makers of long-acting formulations clearly communicate these risks in their labels.

69. In 2016, the FDA expanded its warnings for immediate-release opioid pain medications, requiring similar changes to the labeling of immediate-release opioid pain medications as it had for extended release opioids in 2013. The FDA also required several additional safety-labeling changes across all prescription opioid products to include additional information on the risk of these medications.<sup>26</sup>

70. The facts on which the FDA relied in 2013 and 2016 were well known to Defendants in the 1990s when their deceptive marketing began.

#### **B. Opioid Therapy Makes Patients Sicker Without Long Term Benefits**

71. There is no scientific evidence supporting the safety or efficacy of opioids for long-term use. Defendants are well aware of the lack of such scientific evidence. While promoting opioids to treat chronic pain, Defendants failed to disclose the lack of evidence to support their use long-term and have failed to disclose the substantial scientific evidence that chronic opioid therapy actually makes patients sicker.

72. There are no controlled studies of the use of opioids beyond 16 weeks, and no evidence that opioids improve patients’ pain and function long-term. For example, a

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<sup>25</sup> Letter from Janet Woodcock, M.D., Dir., Ctr. For Drug Eval. & Res., to Andrew Kolodny, M.D., Pres. *Physicians for Responsible Opioid Prescribing*, Re Docket No. FDA-2012-P-0818 (Sept. 10, 2013) (emphasis in original).

<sup>26</sup> FDA announces enhanced warnings for immediate-release opioid pain medications related to risks of misuse, abuse, addiction, overdose and death. Available at <http://www.fda.gov/newsevents/newsroom/pressannouncements/ucm491739.htm> (accessed March 31, 2016).

2007 systematic review of opioids for back pain concluded that opioids have limited, if any, efficacy for back pain and that evidence did not allow judgments regarding long-term use.

73. Substantial evidence exists that opioid drugs are ineffective to treat chronic pain, and actually worsen patients' health. For example, a 2006 study-of-studies found that opioids as a class did not demonstrate improvement in functional outcomes over other non-addicting treatments.<sup>27</sup>

74. Increasing duration of opioid use is strongly associated with an increasing prevalence of mental health conditions (including depression, anxiety, post-traumatic stress disorder, or substance abuse), increased psychological distress, and greater health care utilization.

75. While opioids may work acceptably well for a while, when they are used on a long term basis, function generally declines, as does general health, mental health, and social function. Over time, even high doses of potent opioids often fail to control pain, and patients exposed to such doses are unable to function normally.<sup>28</sup>

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<sup>27</sup> A. Furlan *et al.*, *Opioids for chronic noncancer pain: a meta-analysis of effectiveness and side effects*, 174(11) Can. Med. Ass'n J. 1589 (2006). This same study revealed that efficacy studies do not typically include data on opioid addiction. In many cases, patients who may be more prone to addiction are pre-screened out of the study pool. This does not reflect how doctors actually prescribe the drugs, because even patients who have past or active substance use disorders tend to receive higher doses of opioids. K. Seal, *Association of Mental Health Disorders With Prescription Opioids and High- Risk Opioids in US Veterans of Iraq and Afghanistan*, 307(9) J. Am. Med. Ass'n 940 (2012).

<sup>28</sup> See A. Rubenstein, *Are we making pain patients worse?* Sonoma Medicine (Fall 2009).

76. The foregoing is true both generally and for specific pain-related conditions. Studies of the use of opioids long-term for chronic lower back pain have been unable to demonstrate an improvement in patients' function. Instead, research consistently shows that long-term opioid therapy for patients who have lower back injuries does not cause patients to return to work or physical activity. This is due partly to addiction and other side effects.

77. For example, as many as 30% of patients who suffer from migraines have been prescribed opioids to treat their headaches. Users of opioids had the highest increase in the number of headache days per month, scored significantly higher on the Migraine Disability Assessment, and had higher rates of depression, compared to non-opioid users. A survey by the National Headache Foundation found that migraine patients who used opioids were more likely to experience sleepiness, confusion, and rebound headaches, and reported a lower quality of life than patients taking other medications.

### **C. Defendants' Scheme to Change Prescriber Habits and Public Perception**

78. Before Defendants began the marketing campaign complained of herein, generally accepted standards of medical practice dictated that opioids should only be used short-term, for instance, for acute pain, pain relating to recovery from surgery, or for cancer or palliative care. In those instances, the risks of addiction are low or of little significance.

79. The market for short-term pain relief is significantly more limited than the market for long-term chronic pain relief. Defendants recognized that if they could sell opioids not just for short term pain relief but also for long-term chronic pain relief, they



could achieve blockbuster levels of sales and their profits. Further, they recognized that if they could cause their customers to become physically addicted to their drugs, they would increase the likelihood that their blockbuster profits would continue indefinitely.

80. Defendants knew that in order to increase their profits from the sale of opioids they would need to convince doctors and patients that long-term opioid therapy was safe and effective. Defendants needed, in other words, to persuade physicians to abandon their long-held apprehensions about prescribing opioids, and instead to prescribe opioids for durations previously understood to be unsafe.

81. Defendants knew that their goal of increasing profits by promoting the prescription of opioids for chronic pain would lead directly to an increase in health care costs for patients, health care insurers, and health care payors such as Plaintiff.

82. Marshalling help from consultants and public relations firms, Defendants developed and executed a common strategy to reverse the long-settled understanding of the relative risks and benefits of chronic opioid therapy. Rather than add to the collective body of medical knowledge concerning the best ways to treat pain and improve patient quality of life, however, Defendants instead sought to distort medical and public perception of existing scientific data.

83. As explained more fully herein and illustrated in Exhibit A, Defendants, collectively and individually, poured vast sums of money into generating articles, continuing medical education courses (“CMEs”), and other “educational” materials, conducting sales visits to individual doctors, and supporting a network of professional

societies and advocacy groups, which was intended to, and which did, create a new but phony “consensus” supporting the long-term use of opioids.

#### **D. Defendants Used “Unbranded” Marketing to Evade Regulations and Consumer Protection Laws**

84. Drug companies’ promotional activity can be branded or unbranded; unbranded marketing refers not to a specific drug, but more generally to a disease state or treatment. By using unbranded communications, drug companies can evade the extensive regulatory framework governing branded communications.

85. A drug company’s branded marketing, which identifies and promotes a specific drug, must: (a) be consistent with its label and supported by substantial scientific evidence; (b) not include false or misleading statements or material omissions; and (c) fairly balance the drug’s benefits and risks. The regulatory framework governing the marketing of specific drugs reflects a public policy designed to ensure that drug companies, which are best suited to understand the properties and effects of their drugs, are responsible for providing prescribers with the information they need to assess accurately the risks and benefits of drugs for their patients.

86. Further, the Federal Food, Drug, and Cosmetic Act (“FDCA”) places further restrictions on branded marketing. It prohibits the sale in interstate commerce of drugs that are “misbranded.” A drug is “misbranded” if it lacks “adequate directions for use” or if the label is false or misleading “in any particular.” “Labeling” includes more than the drug’s physical label; it also includes “all ... other written, printed, or graphic matter ... accompanying” the drug, including promotional material. The term “accompanying”

is interpreted broadly to include promotional materials – posters, websites, brochures, books, and the like – disseminated by or on behalf of the manufacturer of the drug. Thus, Defendants’ promotional materials are part of their drugs’ labels and required to be accurate, balanced, and not misleading.

87. Branded promotional materials for prescription drugs must be submitted to the FDA when they are first used or disseminated. If, upon review, the FDA determines that materials marketing a drug are misleading, it can issue an untitled letter or warning letter. The FDA uses untitled letters for violations such as overstating the effectiveness of the drug or making claims without context or balanced information. Warning letters address promotions involving safety or health risks and indicate the FDA may take further enforcement action.

88. Defendants generally avoided using branded advertisements to spread their deceptive messages and claims regarding opioids. Defendants did so in order to evade regulatory review.

89. Instead, Defendants disseminated much of their false, misleading, imbalanced, and unsupported statements through unregulated unbranded marketing materials – materials that generally promoted opioid use but did not name a specific opioid while doing so. Through these unbranded materials, Defendants presented information and instructions concerning opioids generally that were false and misleading.

90. By acting through third parties, Defendants were able to give the false appearance that their messages reflected the views of independent third parties. Later,

Defendants would cite to these sources as “independent” corroboration of their own statements. Further, as one physician adviser to Defendants noted, third-party documents had not only greater credibility, but also broader distribution, as doctors did not “push back” at having materials, for example, from the non-profit American Pain Foundation (“APF”) on display in their offices, as they would with drug company pieces.

91. As part of their marketing scheme, Defendants spread and validated their deceptive messages through the following unbranded vehicles (“the Vehicles”): (i) so-called “key opinion leaders” (*i.e.*, physicians who influence their peers’ medical practice, including but not limited to prescribing behavior) (“KOLs”), who wrote favorable journal articles and delivered supportive CMEs; (ii) a body of biased and unsupported scientific literature; (iii) treatment guidelines; (iv) CMEs; and (v) unbranded patient education materials disseminated through groups purporting to be patient-advocacy and professional organizations (“Front Groups”), which exercised their influence both directly and indirectly through Defendant-controlled KOLs who served in leadership roles in these organizations.

92. Defendants disseminated many of their false, misleading, imbalanced and unsupported messages through the Vehicles because they appeared to uninformed observers to be independent. Through unbranded materials, Defendants presented information and instructions concerning opioids generally that were false and misleading.

93. Even where such unbranded messages were disseminated through third-party vehicles, Defendants adopted these messages as their own when they cited to,

edited, approved, and distributed such materials knowing they were false, misleading, unsubstantiated, unbalanced, and incomplete. As described herein, Defendants' sales representatives distributed third-party marketing material to Defendants' target audience that was deceptive.

94. Defendants took an active role in guiding, reviewing, and approving many of the misleading statements issued by third parties, ensuring that Defendants were consistently in control of their content. By funding, directing, editing, and distributing these materials, Defendants exercised control over their deceptive messages and acted in concert with these third parties fraudulently to promote the use of opioids for the treatment of chronic pain.

95. The unbranded marketing materials that Defendants assisted in creating and distributing either did not disclose the risks of addiction, abuse, misuse, and overdose, or affirmatively denied or minimized those risks.

*i. Defendants' KOLs*

96. Defendants cultivated a select circle of doctors who were chosen and sponsored by Defendants solely because they favored the aggressive treatment of chronic pain with opioids. As set forth herein and as depicted in Exhibit A, pro-opioid doctors have been at the hub of Defendants' promotional efforts, presenting the appearance of unbiased and reliable medical research supporting the broad use of opioid therapy for chronic pain. These pro-opioid doctors have written, consulted on, edited, and lent their names to books and articles, and given speeches and CMEs supportive of opioid therapy for chronic pain. They have served on committees that developed treatment guidelines

that strongly encouraged the use of opioids to treat chronic pain and on the boards of pro-opioid advocacy groups and professional societies that develop, select, and present CMEs. Defendants were able to exert control of each of these modalities through their KOLs.

97. In return for their pro-opioid advocacy, Defendants' KOLs received money, prestige, recognition, research funding, and avenues to publish.

98. Defendants cited and promoted their KOLs and studies or articles by their KOLs to broaden the chronic opioid therapy market. By contrast, Defendants did not support, acknowledge, or disseminate the publications of doctors critical of the use of chronic opioid therapy.

99. Defendants carefully vetted their KOLs to ensure that they were likely to remain on-message and supportive of their agenda. Defendants also kept close tabs on the content of the materials published by these KOLs.

100. In their promotion of the use of opioids to treat chronic pain, Defendants' KOLs knew that their statements were false and misleading, or they recklessly disregarded the truth in doing so, but they continued to publish their misstatements to benefit themselves and Defendants.

*ii. Defendants' Corruption of Scientific Literature*

101. Rather than actually test the safety and efficacy of opioids for long-term use, Defendants led physicians, patients, and health care payors to believe that such tests had already been done. As set forth herein and as depicted in Exhibit A, Defendants created a body of false, misleading, and unsupported medical and popular literature

about opioids that (a) understated the risks and overstated the benefits of long-term use; (b) appeared to be the result of independent, objective research; and (c) was likely to shape the perceptions of prescribers, patients, and payors. This literature was, in fact, marketing material intended to persuade doctors and consumers that the benefits of long-term opioid use outweighed the risks.

102. To accomplish their goal, Defendants – sometimes through third-party consultants and/or front groups – commissioned, edited, and arranged for the placement of favorable articles in academic journals.

103. Defendants’ plans for these materials did not originate in the departments within the Defendant organizations that were responsible for research, development, or any other area that would have specialized knowledge about the drugs and their effects on patients; rather, they originated in Defendants’ marketing departments and with Defendants’ marketing and public relations consultants.

104. In these materials, Defendants (or their surrogates) often claimed to rely on “data on file” or presented posters, neither of which are subject to peer review. Still, Defendants presented these materials to the medical community as scientific articles or studies, despite the fact that Defendants’ materials were not based on reliable data and subject to the scrutiny of others who are experts in the same field.

105. Defendants also made sure that favorable articles were disseminated and cited widely in the medical literature, even when Defendants knew that the articles distorted the significance or meaning of the underlying study. Most notably, Purdue frequently cited a 1980 item in the well-respected New England Journal of Medicine, J.



Porter & H. Jick, *Addiction Rare in Patients Treated with Narcotics*, 302 (2) New Eng. J. Med. 123 (1980) ("Porter & Jick Letter"), in a manner that makes it appear that the item reported the results of a peer reviewed study. It is also cited in two CME programs sponsored by Endo. Defendants and those acting on their behalf failed to reveal that this "article" is actually a letter-to-the-editor, not a study, much less a peer-reviewed study. The letter, reproduced in full below, states that the authors examined their files of hospitalized patients who had received opioids.

#### **ADDICTION RARE IN PATIENTS TREATED WITH NARCOTICS**

*To the Editor:* Recently, we examined our current files to determine the incidence of narcotic addiction in 39,946 hospitalized medical patients<sup>1</sup> who were monitored consecutively. Although there were 11,882 patients who received at least one narcotic preparation, there were only four cases of reasonably well documented addiction in patients who had no history of addiction. The addiction was considered major in only one instance. The drugs implicated were meperidine in two patients,<sup>2</sup> Percodan in one, and hydromorphone in one. We conclude that despite widespread use of narcotic drugs in hospitals, the development of addiction is rare in medical patients with no history of addiction.

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HERSHEL JICK, M.D.  
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1. Jick H, Miettinen OS, Shapiro S, Lewis GP, Siskind Y, Slone D. Comprehensive drug surveillance. JAMA. 1970; 213:1455-60.
2. Miller RR, Jick H. Clinical effects of meperidine in hospitalized medical patients. J Clin Pharmacol. 1978; 18:180-8.

106. The patients referred to in the letter were all treated prior to the letter, which was published in 1980. Because of standards of care prior to 1980, the treatment of those

patients with opioids would have been limited to acute or end-of-life situations, not chronic pain. The letter notes that, when these patients' records were reviewed, the authors found almost no references to signs of addiction, though there is no indication that caregivers were instructed to look for, assess, or document signs of addiction. Nor, indeed, is there any indication whether the patients were followed after they were discharged from the hospital or, if they were, for how long. None of these serious limitations was disclosed when Defendants and those acting on their behalf cited the letter, typically as the sole scientific support for the proposition that opioids are rarely addictive.

107. Dr. Jick has complained that his letter has been distorted and misused – as indeed it has.

108. Defendants worked to not only create and promote favorable studies in the literature, but to discredit or suppress negative information. Defendants' studies and articles often targeted articles that contradicted Defendants' claims or raised concerns about chronic opioid therapy. In order to do so, Defendants – often with the help of third-party consultants – used a broad range of media to get their message out, including negative review articles, letters to the editor, commentaries, case-study reports, and newsletters.

109. Defendants' strategy – to plant and promote supportive literature and then to cite the pro-opioid evidence in their promotional materials, while failing to disclose evidence that contradicted those claims – was flatly inconsistent with their legal

obligations. The strategy was intended to, and did, distort prescribing patterns by distorting the truth regarding the risks and benefits of opioids for chronic pain relief.

iii. *Defendants' Misuse of Treatment Guidelines*

110. Treatment guidelines have been particularly important in securing acceptance for chronic opioid therapy. They are relied upon by doctors, especially the general practitioners and family doctors targeted by Defendants, who are generally not experts, and who generally have no special training, in the treatment of chronic pain. Treatment guidelines not only directly inform doctors' prescribing practices, but also are cited throughout scientific literature and relied on by third-party payors in determining whether they should pay for treatments for specific indications.

a. FSMB

111. The Federation of State Medical Boards ("FSMB") is a trade organization representing the various state medical boards in the United States. The state boards that comprise the FSMB membership have the power to license doctors, investigate complaints, and discipline physicians. The FSMB finances opioid- and pain-specific programs through grants from Defendants.

112. Since 1998, the FSMB has been developing treatment guidelines for the use of opioids for the treatment of pain. The 1998 version, Model Guidelines for the Use of Controlled Substances for the Treatment of Pain ("1998 Guidelines") was produced "in collaboration with pharmaceutical companies" and taught not that opioids could be appropriate in limited cases after other treatments had failed, but that opioids were "essential" for treatment of chronic pain, including as a first prescription option.

113. A 2004 iteration of the 1998 Guidelines and the 2007 book, Responsible Opioid Prescribing, also made the same claims as the 1998 Guidelines. These guidelines were posted online and were available to and intended to reach physicians nationwide, including in Suffolk County.

114. The publication of Responsible Opioid Prescribing was backed largely by drug manufacturers. In all, 163,131 copies of Responsible Opioid Prescribing were distributed by state medical boards (and through the boards, to practicing doctors). The FSMB website describes the book as the "leading continuing medication (CME) activity for prescribers of opioid medications."

115. Defendants relied on 1998 Guidelines to convey the alarming message that "under-treatment of pain" would result in official discipline, but no discipline would result if opioids were prescribed as part of an ongoing patient relationship and prescription decisions were documented. FSMB turned doctors' fear of discipline on its head: doctors, who used to believe that they would be disciplined if their patients became addicted to opioids, were taught instead that they would be punished if they failed to prescribe opioids to their patients with chronic pain.

b. AAPM/APS Guidelines

116. American Academy of Pain Medicine ("AAPM") and the American Pain Society ("APS") are professional medical societies, each of which received substantial funding from Defendants from 2009 to 2013. In 1997, AAPM issued a "consensus" statement that endorsed opioids to treat chronic pain and claimed that the risk that

patients would become addicted to opioids was low.<sup>29</sup> The Chair of the committee that issued the statement, Dr. J. David Haddox, was at the time a paid speaker for Purdue. The sole consultant to the committee was Defendant Portenoy. The consensus statement, which also formed the foundation of the 1998 Guidelines, was published on the AAPM's website.

117. AAPM and APS issued their own guidelines in 2009 ("2009 Guidelines") and continued to recommend the use of opioids to treat chronic pain. Fourteen of the 21 panel members who drafted the 2009 Guidelines, including KOLs Defendant Dr. Portenoy and Defendant Dr. Fine, received support from Defendants Janssen, Cephalon, Endo, and Purdue.

118. The 2009 Guidelines promote opioids as "safe and effective" for treating chronic pain and conclude that the risk of addiction is manageable for patients regardless of past abuse histories. The 2009 Guidelines have been a particularly effective channel of deception and have influenced not only treating physicians, but also the body of scientific evidence on opioids; they were reprinted in the *Journal of Pain*, have been cited hundreds of times in academic literature, were disseminated in Suffolk County during the relevant time period, and were and are available online.

119. Defendants widely cited and promoted the 2009 Guidelines without disclosing the lack of evidence to support their conclusions.

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<sup>29</sup> The Use of Opioids for the Treatment of Chronic Pain, APS & AAPM (1997). Available at <http://opi.areastematicas.com/generalidades/OPIOIDES.DOLORCRONICO.pdf> (as viewed 3/31/2016).

c. Guidelines that Did Not Receive Defendants' Support

120. The extent of Defendants' influence on treatment guidelines is demonstrated by the fact that independent guidelines – the authors of which did not accept drug company funding – reached very different conclusions.

121. The 2012 Guidelines for Responsible Opioid Prescribing in Chronic Non-Cancer Pain, issued by the American Society of Interventional Pain Physicians (“ASIPP”), warned that “[t]he recent revelation that the pharmaceutical industry was involved in the development of opioid guidelines as well as the bias observed in the development of many of these guidelines illustrate that the model guidelines are not a model for curtailing controlled substance abuse and may, in fact, be facilitating it.” ASIPP’s Guidelines further advise that “therapeutic opioid use, specifically in high doses over long periods of time in chronic non-cancer pain starting with acute pain, not only lacks scientific evidence, but is in fact associated with serious health risks including multiple fatalities, and is based on emotional and political propaganda under the guise of improving the treatment of chronic pain.” ASIPP recommends long-acting opioids in high doses only “in specific circumstances with severe intractable pain” and only when coupled with “continuous adherence monitoring, in well-selected populations, in conjunction with or after failure of other modalities of treatments with improvements in physical and functional status and minimal adverse effects.”<sup>30</sup>

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<sup>30</sup> Laxmaiah Manchikanti, et al., American Society of Interventional Pain Physicians (ASIPP) *Guidelines for Responsible Opioid Prescribing in Chronic Non-Cancer Pain: Part 1, Evidence Assessment*, 15 Pain Physician (Special Issue) S1-S66; *Part 2 – Guidance*, 15 Pain Physician (Special Issue) S67-S116 (2012).

122. Similarly, the 2011 Guidelines for the Chronic Use of Opioids, issued by the American College of Occupational and Environmental Medicine, recommend against the “routine use of opioids in the management of patients with chronic pain,” finding “at least moderate evidence that harms and costs exceed benefits based on limited evidence.”<sup>31</sup>

123. The Clinical Guidelines on Management of Opioid Therapy for Chronic Pain, issued by the U.S. Department of Veterans Affairs (“VA”) and Department of Defense (“DOD”) in 2010, notes that their review revealed a lack of solid evidence-based research on the efficacy of long-term opioid therapy.<sup>32</sup>

*iv. Defendants’ Misuse of CMEs*

124. A CME (an acronym for “Continuing Medical Education”) is a professional education program provided to doctors. Doctors are required to attend a certain number and, often, type of CME programs each year as a condition of their licensure. These programs are delivered in person, often in connection with professional organizations’ conferences, and online, or through written publications. Doctors rely on CMEs not only to satisfy licensing requirements, but also to get information on new developments in medicine or to deepen their knowledge in specific areas of practice. Because CMEs

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<sup>31</sup> *American College of Occupational and Environmental Medicine’s Guidelines for the Chronic Use of Opioids* (2011).

<sup>32</sup> Management of Opioid Therapy for Chronic Pain Working Group, VA/DoD Clinical Practice Guideline for Management of Opioid Therapy for Chronic Pain (May 2010). Available at [http://www.healthquality.va.gov/guidelines/Pain/cot/COT\\_312\\_Full-er.pdf](http://www.healthquality.va.gov/guidelines/Pain/cot/COT_312_Full-er.pdf) (accessed March 31, 2016).



typically are taught by KOLs who are highly respected in their fields, and are thought to reflect these physicians' medical expertise, they can be especially influential with doctors.

125. The countless doctors and other health care professionals who participate in accredited CMEs constitute an enormously important audience for opioid reeducation. As one target, Defendants aimed to reach general practitioners, whose broad area of practice and lack of expertise and specialized training in pain management made them particularly dependent upon CMEs and, as a result, especially susceptible to Defendants' deceptions.

126. Defendants sponsored CMEs that were delivered thousands of times, promoting chronic opioid therapy and supporting and disseminating the deceptive and biased messages described in this Complaint. These CMEs, while often generically titled to relate to the treatment of chronic pain, focus on opioids to the exclusion of alternative treatments, inflate the benefits of opioids, and frequently omit or downplay their risks and adverse effects.

127. The American Medical Association ("AMA") has recognized that support from drug companies with a financial interest in the content being promoted "creates conditions in which external interests could influence the availability and/or content" of the programs and urges that "[w]hen possible, CME[s] should be provided without such support or the participation of individuals who have financial interests in the education subject matter."<sup>33</sup>

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<sup>33</sup> Opinion 9.0115, *Financial Relationships with Industry in CME*, Am. Med. Ass'n (Nov. 2011).

128. Suffolk County physicians attended or reviewed Defendants' sponsored CMEs during the relevant time period and were misled by them.

129. By sponsoring CME programs put on by Front Groups like APF, AAPM and others, Defendants could expect instructors to deliver messages favorable to them, as these organizations were dependent on Defendants for other projects. The sponsoring organizations honored this principle by hiring pro-opioid KOLs to give talks that supported chronic opioid therapy. Defendant-driven content in these CMEs had a direct and immediate effect on prescribers' views on opioids. Producers of CMEs and Defendants measure the effects of CMEs on prescribers' views on opioids and their absorption of specific messages, confirming the strategic marketing purpose in supporting them.

*v. Defendants' Misuse of Patient Education Materials and Front Groups*

130. Pharmaceutical industry marketing experts see patient-focused advertising, including direct-to-consumer marketing, as particularly valuable in "increas[ing] market share . . . by bringing awareness to a particular disease that the drug treats."<sup>34</sup> Physicians are more likely to prescribe a drug if a patient specifically requests it, and physicians' willingness to acquiesce to such patient requests holds true even for opioids and for conditions for which they are not approved.<sup>35</sup> Recognizing this

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<sup>34</sup> Kanika Johar, *An Insider's Perspective: Defense of the Pharmaceutical Industry's Marketing Practices*, 76 Albany L. Rev. 299, 308 (2013).

<sup>35</sup> In one study, for example, nearly 20% of sciatica patients requesting oxycodone received a prescription for it, compared with 1% of those making no specific request. J.B.

phenomenon, Defendants put their relationships with Front Groups to work to engage in largely unbranded patient education about opioid treatment for chronic pain.

131. Defendants entered into arrangements with numerous Front Groups (*i.e.*, groups purporting to be patient-advocacy and professional organizations) to promote opioids. These organizations depend upon Defendants for significant funding and, in some cases, for their survival. They were involved not only in generating materials and programs for doctors and patients that supported chronic opioid therapy, but also in assisting Defendants' marketing in other ways—for example, responding to negative articles and advocating against regulatory changes that would constrain opioid prescribing. They developed and disseminated pro-opioid treatment guidelines; conducted outreach to groups targeted by Defendants, such as veterans and the elderly; and developed and sponsored CMEs that focused exclusively on use of opioids to treat chronic pain. Defendants funded these Front Groups in order to ensure supportive messages from these seemingly neutral and credible third parties, and their funding did, in fact, ensure such supportive messages.

d. American Pain Foundation

132. The most prominent of Defendants' Front Groups was the American Pain Foundation ("APF"), which received more than \$10 million in funding from opioid manufacturers from 2007 until it closed its doors in May 2012.

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McKinlay *et al.*, *Effects of Patient Medication Requests on Physician Prescribing Behavior*, 52(2) Med. Care 294 (2014).

133. APF issued purported “education guides” for patients, the news media, and policymakers that touted the benefits of opioids for chronic pain and trivialized their risks, particularly the risk of addiction. APF also engaged in a significant multimedia campaign – through radio, television and the internet – to “educate” patients about their “right” to pain treatment with opioids. All of the programs and materials were intended to, and did, reach a national audience, including residents of Suffolk County.

134. By 2011, APF was entirely dependent on incoming grants from defendants Purdue, Cephalon, Endo, and others to avoid using its line of credit. APF board member, Dr. Portenoy, explained the lack of funding diversity was one of the biggest problems at APF.

135. APF held itself out as an independent patient advocacy organization, yet engaged in grassroots lobbying against various legislative initiatives that might limit opioid prescribing. In reality, APF functioned largely as an advocate for the interests of Defendants, not patients.

136. In practice, APF operated in close collaboration with Defendants. APF submitted grant proposals seeking to fund activities and publications suggested by Defendants. APF also assisted in marketing projects for Defendants.

137. The close relationship between APF and Defendants demonstrates APF's clear lack of independence, in its finances, management, and mission, and its willingness to allow Defendants to control its activities and messages supports an inference that each Defendant that worked with it was able to exercise editorial control over its publications.

138. In May 2012, the U.S. Senate Finance Committee began looking into APF to determine the links, financial and otherwise, between the organization and the manufacturers of opioid painkillers. Within days of being targeted by the Senate investigation, APF's board voted to dissolve the organization "due to irreparable economic circumstances." APF then "cease[d] to exist, effective immediately."<sup>36</sup>

e. The American Academy of Pain Medicine

139. The American Academy of Pain Medicine ("AAPM"), with the assistance, prompting, involvement, and funding of Defendants, issued the treatment guidelines discussed herein, and sponsored and hosted CMEs essential to Defendants' deceptive marketing scheme.

140. AAPM received over \$2.2 million in funding since 2009 from opioid manufacturers. AAPM maintained a corporate relations council, whose members paid \$25,000 per year (on top of other funding) to participate. The benefits included allowing members to present educational programs at off-site dinner symposia in connection with AAPM's marquee event – its annual meeting held in Palm Springs, California, or other resort locations. AAPM describes the annual event as an "exclusive venue" for offering CMEs to doctors. Membership in the corporate relations council also allows drug company executives and marketing staff to meet with AAPM executive committee members in small settings. Defendants Endo, Purdue, and Cephalon were members of the council and presented deceptive programs to doctors who attended this annual event.

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<sup>36</sup> American Pain Foundation Website. Available at <http://www.painfoundation.org> (accessed March 31, 2016).

141. The conferences sponsored by AAPM heavily emphasized CME sessions on opioids – 37 out of roughly 40 at one conference alone. AAPM’s presidents have included top industry-supported KOLs and Defendants, Dr. Fine, Dr. Portenoy, and Dr. Webster. Dr. Webster was elected president of AAPM while under a DEA investigation. Another past AAPM president, Defendant Dr. Scott Fishman, stated that he would place the organization “at the forefront” of teaching that “the risks of addiction are ... small and can be managed.”<sup>37</sup>

142. AAPM’s staff understood that they and their industry funders were engaged in a common task. Defendants were able to influence AAPM through both their significant and regular funding and the leadership of pro-opioid KOLs within the organization.

**E. Defendants Acted in Concert with KOLs and Front Groups in the Creation, Promotion, and Control of Unbranded Marketing.**

143. Like cigarette makers, which engaged in an industry-wide effort to misrepresent the safety and risks of smoking, Defendants worked with each other and with the Front Groups and KOLs they funded and directed to carry out a common scheme to deceptively market opioids by misrepresenting the risks, benefits, and superiority of opioids to treat chronic pain.

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<sup>37</sup> Interview by Paula Moyer with Scott M. Fishman, M.D., Professor of Anesthesiology and Pain Medicine, Chief of the Division of Pain Medicine, Univ. of Cal., Davis (2005), <http://www.medscape.org/viewarticle/500829> (accessed March 31, 2016).

144. Defendants acted through and with the same network of Front Groups, funded the same KOLs, and often used the very same language and format to disseminate the same deceptive messages regarding the appropriate use of opioids to treat chronic pain. Although participants knew this information was false and misleading, these misstatements were nevertheless disseminated nationwide, including to Suffolk County prescribers and patients.

145. One Vehicle for Defendants' marketing collaboration was Pain Care Forum ("PCF"). PCF began in 2004 as an APF project with the stated goals of offering "a setting where multiple organizations can share information" and "promote and support taking collaborative action regarding federal pain policy issues." APF President Will Rowe described the forum as "a deliberate effort to positively merge the capacities of industry, professional associations, and patient organizations."

146. PCF is comprised of representatives from opioid manufacturers and distributors (including Cephalon, Endo, Janssen, and Purdue); doctors and nurses in the field of pain care; professional organizations (including AAPM, APS, and American Society of Pain Educators); patient advocacy groups (including APF and American Chronic Pain Association ("ACPA")); and other like-minded organizations, almost all of which received substantial funding from Defendants.

147. PCF, for example, developed and disseminated "consensus recommendations" for a Risk Evaluation and Mitigation Strategy ("REMS") for long-acting opioids that the FDA mandated in 2009 to communicate the risks of opioids to



prescribers and patients.<sup>38</sup> This was critical because a REMS that went too far in narrowing the uses or benefits or highlighting the risks of chronic opioid therapy would undermine Defendants' marketing efforts. The recommendations claimed that opioids were "essential" to the management of pain, and that the REMS "should acknowledge the importance of opioids in the management of pain and should not introduce new barriers." Defendants worked with PCF members to limit the reach and manage the message of the REMS, which enabled them to maintain, not undermine, their deceptive marketing of opioids for chronic pain.

#### **F. Defendants' Misrepresentations**

148. Defendants, through their own marketing efforts and publications and through their sponsorship and control of patient advocacy and medical societies and projects, caused deceptive materials and information to be placed into the marketplace, including to prescribers, patients, and payors in Suffolk County. These promotional messages were intended to and did encourage patients to ask for, doctors to prescribe, and payors to pay for chronic opioid therapy.

149. Doctors are the gatekeepers for all prescription drugs so, not surprisingly, Defendants focused the bulk of their marketing efforts, and their multi-million dollar budgets, on the professional medical community. Particularly because of barriers to prescribing opioids, which are regulated as controlled substances, Defendants knew

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<sup>38</sup> The FDA can require a drug maker to develop a REMS—which could entail (as in this case) an education requirement or distribution limitation—to manage serious risks associated with a drug.

doctors would not treat patients with common chronic pain complaints with opioids unless doctors were persuaded that opioids had real benefits and minimal risks. Accordingly, Defendants did not disclose to prescribers, patients or the public that evidence in support of their promotional claims was inconclusive, non-existent or unavailable. Rather, each Defendant disseminated misleading and unsupported messages that caused the target audience to believe those messages were corroborated by scientific evidence. As a result, Suffolk County doctors began prescribing opioids long-term to treat chronic pain – something that most never would have considered prior to Defendants’ campaign.

150. Drug company marketing materially impacts doctors’ prescribing behavior.<sup>39</sup> Doctors rely on drug companies to provide them with truthful information about the risks and benefits of their products, and they are influenced by their patients’ requests for particular drugs and payors’ willingness to pay for those drugs.

151. Defendants spent millions of dollars to market their drugs to prescribers and patients and meticulously tracked their return on that investment. In one recent

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<sup>39</sup> See, e.g., P. Manchanda & P. Chintagunta, *Responsiveness of Physician Prescription Behavior to Salesforce Effort: An Individual Level Analysis*, 15 (2-3) Mktg. Letters 129 (2004) (detailing how a positive impact on prescriptions written); I. Larkin, *Restrictions on Pharmaceutical Detailing Reduced Off-Label Prescribing of Antidepressants and Antipsychotics in Children*, 33(6) Health Affairs 1014 (2014) (finding academic medical centers that restricted direct promotion by pharmaceutical sales representatives resulted in a 34% decline in on-label use of promoted drugs); see also A. Van Zee, *The Promotion and Marketing of OxyContin: Commercial Triumph, Public Health Tragedy*, 99(2) Am J. Pub. Health 221 (2009) (correlating an increase of OxyContin prescriptions from 670,000 annually in 1997 to 6.2 million in 2002 to a doubling of Purdue’s sales force and trebling of annual sales calls).

survey published by the AMA, even though nine in ten general practitioners reported prescription drug abuse to be a moderate to large problem in their communities, 88% of the respondents said they were confident in their prescribing skills, and nearly half were comfortable using opioids for chronic non-cancer pain.<sup>40</sup> These results are directly due to Defendants' fraudulent marketing campaign.

152. As described in detail below, Defendants:

- misrepresented the truth about how opioids lead to addiction;
- misrepresented that opioids improve function;
- misrepresented that addiction risk can be managed;
- misled doctors, patients, and payors through the use of misleading terms like "pseudoaddiction;"
- falsely claimed that withdrawal is simply managed;
- misrepresented that increased doses pose no significant additional risks;
- falsely omitted or minimized the adverse effects of opioids and overstated the risks of alternative forms of pain treatment.

153. Defendants' misrepresentations were aimed at doctors, patients, and payors.

154. Underlying each of Defendants' misrepresentations and deceptions in promoting the long-term continuous use of opioids to treat chronic pain was Defendants'

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<sup>40</sup> Research Letter, Prescription Drug Abuse: A National Survey of Primary Care Physicians, JAMA Intern. Med. (Dec. 8, 2014), E1-E3.

collective effort to hide from the medical community the fact that there exist no adequate and well-controlled studies of opioid use longer than 12 weeks.<sup>41</sup>

- i. *Defendants, acting individually and collectively, misrepresented the truth about how opioids lead to addiction.*

155. Defendants' fraudulent representation that opioids are rarely addictive is central to Defendants' scheme. Through their well-funded, comprehensive, aggressive marketing efforts, Defendants succeeded in changing the perceptions of many physicians, patients, and health care payors and in getting them to accept that addiction rates are low and that addiction is unlikely to develop when opioids are prescribed for pain. That, in turn, directly led to the expected, intended, and foreseeable result that doctors prescribed more opioids to more patients – thereby enriching Defendants.

156. Each of the Defendants claimed that the potential for addiction from its drugs was relatively small or non-existent, even though there was no scientific evidence to support those claims.

157. For example, Cephalon and Purdue sponsored APF's *Treatment Options: A Guide for People Living with Pain* (2007), which taught that addiction is rare and limited to extreme cases of unauthorized dose escalations, obtaining opioids from multiple sources, or theft.

158. For another example, Endo sponsored a website, [painknowledge.com](http://painknowledge.com), through APF, which claimed that: "[p]eople who take opioids as prescribed usually do

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<sup>41</sup> Letter from Janet Woodcock, M.D., Dir., Ctr. For Drug Eval. & Res., to Andrew Kolodny, M.D., Pres. *Physicians for Responsible Opioid Prescribing*, Re Docket No. FDA-2012-P-0818 (Sept. 10, 2013).

not become addicted.” Although the term “usually” is not defined, the overall presentation suggests that the rate is so low as to be immaterial. The language also implies that as long as a prescription is given, opioid use will not become problematic.

159. For another example, Endo distributed a patient education pamphlet edited by KOL Defendant Dr. Portenoy entitled *Understanding Your Pain: Taking Oral Opioid Analgesics*. It claimed that “[a]ddicts take opioids for other reasons [than pain relief], such as unbearable emotional problems.” This implies that patients prescribed opioids for *genuine* pain will not become addicted, which is unsupported and untrue.

160. For another example, Janssen sponsored a patient education guide entitled *Finding Relief: Pain Management for Older Adults* (2009) in conjunction with the AAPM, ACPA and APF, which, as set forth in the excerpt below, described as a “myth” the fact that opioids are addictive, and asserts as fact that “[m]any studies show that opioids are rarely addictive when used properly for the management of chronic pain.”

### Opioid myths

**Myth:** Opioid medications are always addictive.

**Fact:** Many studies show that opioids are *rarely* addictive when used properly for the management of chronic pain.

**Myth:** Opioids make it harder to function normally.

**Fact:** When used correctly for appropriate conditions, opioids may make it *easier* for people to live normally.

**Myth:** Opioid doses have to get bigger over time because the body gets used to them.

**Fact:** Unless the underlying cause of your pain gets worse (such as with cancer or arthritis), you will probably remain on the same dose or need only small increases over time.

Although the term “rarely” is not defined, the overall presentation suggests that the rate is so low as to be immaterial. The language also implies that as long as a prescription is given, opioid use is unlikely to lead to addiction, which is untrue.

161. The guide states as a “fact” that “Many studies” show that opioids are *rarely* addictive when used for chronic pain. In fact, no such studies exist.

162. For another example, Purdue sponsored and Janssen provided grants to APF to distribute *Exit Wounds* (2009) to veterans, which taught, “[l]ong experience with opioids shows that people who are not predisposed to addiction are very unlikely to become addicted to opioid pain medications.” Although the term “very unlikely” is not defined, the overall presentation suggests that the rate is so low as to be immaterial.

163. For another example, Purdue sponsored APF's *A Policymaker's Guide to Understanding Pain & Its Management*, which inaccurately claimed that less than 1% of children prescribed opioids would become addicted.<sup>42</sup> This publication also falsely asserted that pain is undertreated due to "misconceptions about opioid addiction."

164. For another example, in the 1990s, Purdue amplified the pro-opioid message with promotional videos and featuring Dr. Portnoy and other doctors in which it was claimed, "the likelihood that treatment of pain using an opioid drug which is prescribed by a doctor will lead to addiction is extremely low."<sup>43</sup>

165. Rather than honestly disclose the risk of addiction, Defendants attempted to portray those who were concerned about addiction as callously denying treatment to suffering patients. To increase pressure on doctors to prescribe chronic opioid therapy, Defendants turned the tables: they suggested that doctors who *failed* to treat their patients' chronic pains with opioids were failing their patients and risking professional discipline, while doctors who relieved their pain using long-term opioid therapy were following the compassionate (and professionally less risky) approach. Defendants claimed that purportedly overblown worries about addiction cause pain to be undertreated and opioids to be over-regulated and under-prescribed. The Treatment Options guide funded by Purdue and Cephalon states "[d]espite the great benefits of opioids, they

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<sup>42</sup> In support of this contention, it misleadingly cites a 1996 article by Dr. Kathleen Foley concerning cancer pain.

<sup>43</sup> Excerpts from one such video, including the statement quoted here, may be viewed at <http://www.wsj.com/articles/SB10001424127887324478304578173342657044604>.



are often underused.” The APF publication funded by Purdue, *A Policymaker’s Guide to Understanding Pain & Its Management*, laments that: “Unfortunately, too many Americans are not getting the pain care they need and deserve. Some common reasons for difficulty in obtaining adequate care include ... misconceptions about opioid addiction.”<sup>44</sup>

166. *Let’s Talk Pain*, sponsored by APF, AAPM and Janssen, likewise warns, “strict regulatory control has made many physicians reluctant to prescribe opioids. The unfortunate casualty in all of this is the patient, who is often undertreated and forced to suffer in silence.” The program goes on to say, “[b]ecause of the potential for abusive and/or addictive behavior, many health care professionals have been reluctant to prescribe opioids for their patients.... This prescribing environment is one of many barriers that may contribute to the undertreatment of pain, a serious problem in the United States.”

ii. *Defendants, acting individually and collectively, misrepresented that opioids improve function*

167. Defendants produced, sponsored, or controlled materials with the expectation that, by instructing patients and prescribers that opioids would improve patient functioning and quality of life, patients would demand opioids and doctors would prescribe them. These claims also encouraged doctors to continue opioid therapy for patients in the belief that lack of improvement in quality of life could be alleviated by increasing doses or prescribing supplemental short-acting opioids to take on an as-needed basis for breakthrough pain.

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<sup>44</sup> This claim also appeared in a 2009 publication by APF, *A Reporter’s Guide*.

168. Although opioids may initially improve patients' function by providing pain relief in the short term, there exist no controlled studies of the use of opioids beyond 12 weeks and no evidence that opioids improve patients' function in the long-term. Indeed, research such as a 2008 study in the journal *Spine* has shown that pain sufferers prescribed opioids long-term suffered addiction that made them more likely to be disabled and unable to work.<sup>45</sup> Despite this lack of evidence of improved function, and the existence of evidence to the contrary, Defendants consistently promoted opioids as capable of improving patients' function and quality of life without disclosing the lack of evidence for this claim.

169. Claims that opioids improve patients' function are misleading because such claims have "not been demonstrated by substantial evidence or substantial clinical experience."<sup>46</sup>

170. The Federation of State Medical Boards' Responsible Opioid Prescribing (2007), sponsored by drug companies including Cephalon, Endo and Purdue, taught that relief of pain itself improved patients' function: "While significant pain worsens function, relieving pain should reverse that effect and improve function."

171. Cephalon and Purdue sponsored the APF's *Treatment Options: A Guide for People Living with Pain* (2007), which taught patients that opioids, when used properly

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<sup>45</sup> Jeffrey Dersh, et al., Prescription opioid dependence is associated with poorer outcomes in disabling spinal disorders, 33(20) *Spine* 2219-27 (Sept. 15, 2008).

<sup>46</sup> Letter from Thomas W. Abrams, RPh., MBA, Dir., Div. of Marketing, Advertising and Communications to Brian A. Markison, Chairman, *King Pharmaceuticals*, Re: NDA 21-260 (March 24, 2008).

“give [pain patients] a quality of life we deserve.” The Treatment Options guide notes that non-steroidal anti-inflammatory drugs (*e.g.*, Aspirin or Ibuprofen) have greater risks with prolonged duration of use, but there was no similar warning for opioids. The APF distributed 17,200 copies of this guide in one year alone, according to its 2007 annual report, and it is currently available online.

172. Endo sponsored a website, [painknowledge.com](http://painknowledge.com), through the APF, which claimed in 2009 that with opioids, “your level of function should improve; you may find you are now able to participate in activities of daily living, such as work and hobbies, that you were not able to enjoy when your pain was worse.” Elsewhere, the website touted improved quality of life as well as “improved function” as benefits of opioid therapy.

173. Janssen sponsored a patient education guide entitled *Finding Relief: Pain Management for Older Adults* (2009) in conjunction with the AAPM, ACPA and APF. This guide features a man playing golf on the cover and lists examples of expected functional improvement from opioids like sleeping through the night, returning to work, recreation, sex, walking, and climbing stairs.

174. As set forth in the excerpt below, the guide states as a “fact” that “opioids may make it *easier* for people to live normally” (emphasis in the original). The myth/fact structure implies authoritative support for the claim that does not exist. The targeting of older adults also ignored heightened opioid risks in this population.

### Opioid myths

**Myth:** Opioid medications are always addictive.

**Fact:** Many studies show that opioids are rarely addictive when used properly for the management of chronic pain.

**Myth:** Opioids make it harder to function normally.

**Fact:** When used correctly for appropriate conditions, opioids may make it easier for people to live normally.

**Myth:** Opioid doses have to get bigger over time because the body gets used to them.

**Fact:** Unless the underlying cause of your pain gets worse (such as with cancer or arthritis), you will probably remain on the same dose or need only small increases over time.

175. Janssen sponsored a website, *Let's Talk Pain* in 2009, acting in conjunction with the APF, AAPM, and American Society for Pain Management Nursing whose participation in *Let's Talk Pain* Janssen financed and orchestrated. This website featured a video interview, which was edited by Janssen personnel, claiming that opioids were what allowed a patient to "continue to function," falsely implying that her experience would be representative.

176. Purdue sponsored APF's *A Policymaker's Guide to Understanding Pain & Its Management* (2011), which inaccurately claimed that "multiple clinical studies" have shown that opioids are effective in improving daily function, psychological health, and

health-related quality of life for chronic pain patients,” with the implication these studies presented claims of long-term improvement.

Because of their long history of use, the clinical profile of opioids has been very well characterized. Multiple clinical studies have shown that long-acting opioids, in particular, are effective in improving:

- Daily function
- Psychological health
- Overall health-related quality of life for people with chronic pain <sup>12</sup>

The sole reference for the functional improvement claim (i) noted the absence of long-term studies and (ii) actually stated, “For functional outcomes, the other analgesics were significantly more effective than were opioids.”

177. Purdue sponsored and Janssen provided grants to APF to distribute *Exit Wounds* to veterans, which taught that opioid medications “increase your level of functioning” (emphasis in the original).

- iii. *Defendants, acting individually and collectively, misrepresented that addiction risk can be effectively managed*

178. Defendants each continue to maintain to this day that most patients safely can take opioids long-term for chronic pain without becoming addicted. Presumably to explain why doctors encounter so many patients addicted to opioids, Defendants have



come to admit that some patients could become addicted, but that doctors can effectively avoid or manage that risk by using screening tools or questionnaires. These tools, they say, identify those with higher addiction risks (stemming from personal or family histories of substance abuse, mental illness, or abuse) so that doctors can more closely monitor patients at greater risk of addiction.

179. There are three fundamental flaws in Defendants' representations that doctors can consistently identify and manage the risk of addiction. First, there is no reliable scientific evidence that doctors can depend on the screening tools currently available to materially limit the risk of addiction. Even if the tools are effective, they may not always be applied correctly, and are subject to manipulation by patients. Second, there is no reliable scientific evidence that high-risk or addicted patients identified through screening can take opioids long-term without triggering or worsening addiction, even with enhanced monitoring. Third, there is no reliable scientific evidence that patients who are not identified through such screening can take opioids long-term without significant danger of addiction.

180. Addiction is difficult to predict on a patient-by-patient basis, and there are no reliable, validated tools to do so. An Evidence Report by the Agency for Healthcare Research and Quality ("AHRQ"), which "systematically review[ed] the current evidence on long-term opioid therapy for chronic pain" identified "[n]o study" that had "evaluated the effectiveness of risk mitigation strategies, such as use of risk assessment instruments, opioid management plans, patient education, urine drug screening, prescription drug monitoring program data, monitoring instruments, more frequent

monitoring intervals, pill counts, or abuse-deterrent formulations on outcomes related to overdose, addiction, abuse or misuse.”<sup>47</sup> Furthermore, attempts to treat high-risk patients, like those who have a documented predisposition to substance abuse, by resorting to patient contracts, more frequent refills, or urine drug screening are not proven to work in the real world, even when well meaning, but doctors were misled to employ them.<sup>48</sup>

181. Defendants’ misrepresentations regarding the risk of addiction from chronic opioid therapy were particularly dangerous because they were aimed at general practitioners or family doctors (collectively “GPs”), who treat many chronic conditions but lack the time and expertise to closely manage patients on opioids by reviewing urine screens, counting pills, or conducting detailed interviews to identify other signs or risks of addiction. One study conducted by pharmacy benefits manager Express Scripts concluded, after analyzing 2011-2012 narcotic prescription data of the type regularly used by Defendants to market their drugs, that, of the more than half million prescribers of opioids during that time period, only 385 were identified as pain specialists.<sup>49</sup>

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<sup>47</sup> The Effectiveness and Risks of Long-term Opioid Treatment of Chronic Pain, Agency for Healthcare Res. & Quality (Sept. 19, 2014).

<sup>48</sup> M. Von Korff, et al., *Long-term opioid therapy reconsidered*, 15595, *Annals Internal Med.* 325 (Sept. 2011); L. Manchikanti, et al., American Society of Interventional Pain Physicians (ASIPP) *Guidelines for Responsible Opioid Prescribing in Chronic Non-Cancer Pain: Part I – Evidence Assessment*, 15 *Pain Physician* S1 (2012).

<sup>49</sup> Express Scripts Lab, *A Nation in Pain: Focusing on U.S. Opioid Trends for Treatment of Short-Term and Longer-Term Pain* (December 2014).



182. In materials they produced, sponsored, or controlled, Defendants instructed patients and prescribers that screening tools can identify patients predisposed to addiction, thus making doctors feel more comfortable prescribing opioids to their patients and patients more comfortable starting on opioid therapy for chronic pain. Defendants' marketing scheme contemplated a "heads we win; tails we win" outcome: patients deemed low risk were to receive opioids on a long-term basis without enhanced monitoring, while and patients deemed high risk were also to receive opioids on a long-term basis but with more frequent visits, tests and monitoring – with those added visits, tests, and monitoring to be paid for or reimbursed by payors, including Plaintiff. This, of course, led to a "heads you lose; tails you lose" outcome for patients – all of whom are subjected to an unacceptable risk of addiction – and for payors, including Plaintiff.

183. Cephalon and Purdue sponsored APF's *Treatment Options: A Guide for People Living with Pain* (2007), which falsely reassured patients that "opioid agreements" between doctors and patients can "ensure that you take the opioid as prescribed."

184. Endo paid for a 2007 supplement available for continuing education credit in the Journal of Family Practice written by a doctor who became a member of Endo's speaker's bureau in 2010. This publication, entitled *Pain Management Dilemmas in Primary Care: Use of Opioids*, (i) recommended screening patients using tools like (a) the *Opioid Risk Tool* created by Defendant Dr. Webster and linked to Janssen or (b) the *Screeener and Opioid Assessment for Patients with Pain*, and (ii) taught that patients at high risk of addiction could safely receive chronic opioid therapy using a "maximally structured approach" involving toxicology screens and pill counts.

185. Purdue sponsored a 2011 webinar taught by Defendant Dr. Webster, entitled *Managing Patient's Opioid Use: Balancing the Need and Risk*. This publication misleadingly taught prescribers that screening tools, urine tests, and patient agreements have the effect of preventing “overuse of prescriptions” and “overdose deaths.”

*iv. Defendants, acting individually and collectively, misled physicians, patients, and payors through the use of misleading pseudowords like “pseudoaddiction.”*

186. Defendants instructed patients and prescribers that signs of addiction are actually the product of untreated pain, thereby causing doctors to prescribe ever more opioids despite signs that the patient was addicted. The word “pseudoaddiction” was concocted by Dr. J. David Haddox, who later went to work for Purdue, and was popularized in opioid therapy for chronic pain by Defendant Dr. Portenoy, who consulted for Defendants Cephalon, Endo, Janssen, and Purdue. Much of the same language appears in other Defendants’ treatment of this issue, highlighting the contrast between “undertreated pain” and “true addiction” – as if patients could not experience both.

187. In the materials they produced, sponsored, or controlled, Defendants misrepresented that the concept of “pseudoaddiction” is substantiated by scientific evidence.

188. Cephalon and Purdue sponsored the Federation of State Medical Boards’ Responsible Opioid Prescribing (2007), which taught that behaviors such as “requesting drugs by name,” “demanding or manipulative behavior,” seeing more than one doctor

to obtain opioids, and hoarding, which are in fact signs of genuine addiction, are all really signs of “pseudoaddiction.”

189. Purdue did not mention that the author who concocted both the word and the phenomenon it purported to describe became a Purdue Vice President; nor did Purdue disclose the lack of scientific evidence to support the existence of “pseudoaddiction.”<sup>50</sup>

190. Purdue posted an unbranded pamphlet entitled *Clinical Issues in Opioid Prescribing* on its unbranded website, PartnersAgainstPain.com, in 2005, and upon information and belief circulated this pamphlet after 2007. The pamphlet listed conduct including “illicit drug use and deception” that it claimed was not evidence of true addiction but rather was indicative of “pseudoaddiction” caused by untreated pain. It also stated, “Pseudoaddiction is a term which has been used to describe patient behaviors that may occur when pain is untreated ... . Even such behaviors as illicit drug use and deception can occur in the patient’s efforts to obtain relief. Pseudoaddiction can be distinguished from true addiction in that the behaviors resolve when the pain is effectively treated.”

v. *Defendants, acting individually and collectively, claimed withdrawal is simply managed.*

191. In an effort to underplay the risk and impact of addiction, Defendants claimed that, while patients become physically “dependent” on opioids, physical

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<sup>50</sup> J. David Haddox & David E. Weissman, *Opioid pseudoaddiction – an iatrogenic syndrome*, 36(3) Pain 363 (Mar. 1989).

dependence is not the same as addiction and can be addressed, if and when pain relief is no longer desired, by gradually tapering patients' dosage to avoid the adverse effects of withdrawal. Defendants fail to disclose the extremely difficult and painful effects that patients can experience when they are removed from opioids – an adverse effect that also makes it less likely that patients will be able to stop using the drugs.

192. In materials Defendants produced, sponsored, and/or controlled, Defendants made misrepresentations to persuade doctors and patients that withdrawal from their opioids was not a problem and they should not be hesitant about prescribing or using opioids. These claims were not supported by scientific evidence.

193. A CME sponsored by Endo entitled *Persistent Pain in the Older Adult*, taught that withdrawal symptoms can be avoided entirely by tapering a patient's opioid dose by 10% to 20% per day for ten days. This claim was misleading because withdrawal in a patient already physically dependent would take longer than ten days – when it is successful at all.<sup>51</sup>

194. Purdue sponsored APF's *A Policymaker's Guide to Understanding Pain & Its Management*, which taught that "Symptoms of physical dependence can often be ameliorated by gradually decreasing the dose of medication during discontinuation," but the guide did not disclose the significant hardships that often accompany cessation of use.

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<sup>51</sup> See Jane Ballantyne, New Addiction Criteria: Diagnostic Challenges Persist in Treating Pain With Opioids, 21(5) Pain Clinical Updates (Dec. 2013).

- vi. *Defendants, acting individually and collectively, misrepresented that increased doses pose no significant additional risks.*

195. Defendants claimed that patients and prescribers could increase doses of opioids indefinitely without added risk, even when pain was not decreasing or when doses had reached levels that were “frighteningly high,” suggesting that patients would eventually reach a stable, effective dose. Each of Defendants’ claims was deceptive in that it omitted warnings of increased adverse effects that occur at higher doses.

196. In materials Defendants produced, sponsored or controlled, Defendants instructed patients and prescribers that patients could remain on the same dose indefinitely, assuaging doctors’ concerns about starting patients on opioids or increasing their doses during treatment, or about discontinuing their patients’ treatment as doses escalated. These claims were not supported by scientific evidence.

197. Cephalon and Purdue sponsored APF’s *Treatment Options: A Guide for People Living with Pain* (2007), which claims that some patients “need” a larger dose of an opioid, regardless of the dose currently prescribed. The guide taught that opioids differ from NSAIDs in that they have “no ceiling dose” and are therefore the most appropriate treatment for severe pain. The publication attributes 10,000 to 20,000 deaths annually to NSAID overdose when the true figure was closer to 3,200 at the time.<sup>52</sup>

198. Cephalon sponsored a CME written by KOL Defendant Dr. Webster, *Optimizing Opioid Treatment for Breakthrough Pain*, offered by Medscape, LLC from

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<sup>52</sup> Robert E. Tarone, et al., Nonselective Nonaspirin Nonsteroidal Anti-Inflammatory Drugs and Gastrointestinal Bleeding: Relative and Absolute Risk Estimates from Recent Epidemiologic Studies, 11 Am. J. of Therapeutics 17-25 (2004).

September 28, 2007 through December 15, 2008. The CME taught that non-opioid analgesics and combination opioids containing non-opioids such as aspirin and acetaminophen are less effective at treating breakthrough pain because of dose limitations on the non-opioid component.

199. Endo sponsored a website, *painknowledge.com*, through APF, which claimed in 2009 that opioids may be increased until “you are on the right dose of medication for your pain,” at which point further dose increases would not be required.

200. Endo distributed a patient education pamphlet edited by KOL Defendant Dr. Portenoy entitled *Understanding Your Pain: Taking Oral Opioid Analgesics*, which was published on Endo’s website. In Q&A format, it asked, “If I take the opioid now, will it work later when I really need it?” The response is, “The dose can be increased. ... You won’t ‘run out’ of pain relief.”

201. Purdue sponsored APF’s *A Policymaker’s Guide to Understanding Pain & Its Management*, which taught that dose escalations are “sometimes necessary,” even indefinite ones, but did not disclose the risks from high-dose opioids. This publication is still available online.

202. Purdue sponsored *Overview of Management Options*, a CME issued by the AMA in 2003, 2007, 2010, and 2013. The 2013 version remains available for CME credit. The CME was edited by KOL Defendant Dr. Portenoy, among others, and taught that NSAIDs and other drugs, but not opioids, are unsafe at high doses.

- vii. *Defendants, acting individually and collectively, deceptively omitted or minimized the adverse effects of opioids and overstated the risks of alternative forms of pain treatment.*

203. In materials they produced, sponsored or controlled, Defendants omitted known risks of chronic opioid therapy and emphasized or exaggerated risks of competing products so that prescribers and patients would be more likely to choose opioids and would favor opioids over other therapies such as over-the-counter acetaminophen or over-the-counter or prescription NSAIDs. None of these claims was supported by scientific evidence.

204. In addition to failing to disclose in promotional materials the risks of addiction, abuse, overdose, and respiratory depression, Defendants routinely ignored the risks of hyperalgesia, a “known serious risk associated with chronic opioid analgesic therapy in which the patient becomes more sensitive to certain painful stimuli over time;”<sup>53</sup> hormonal dysfunction;<sup>54</sup> decline in immune function; mental clouding, confusion, and dizziness; increased falls and fractures in the elderly;<sup>55</sup> neonatal abstinence syndrome (when an infant exposed to opioids prenatally suffers withdrawal after birth), and potentially fatal interactions with alcohol or benzodiazepines, which are

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<sup>53</sup> Letter from Janet Woodcock, M.D., Dir., Ctr. For Drug Eval. & Res., to Andrew Kolodny, M.D., Pres. *Physicians for Responsible Opioid Prescribing*, Re Docket No. FDA-2012-P-0818 (Sept. 10, 2013).

<sup>54</sup> H.W. Daniell, Hypogonadism in men consuming sustained-action oral opioids, 3(5) J. Pain 377-84 (2001).

<sup>55</sup> See Bernhard M. Kuschel, The risk of fall injury in relation to commonly prescribed medications among older people – a Swedish case-control study, Eur. J. Pub. H. (July 31, 2014).



used to treat post-traumatic stress disorder and anxiety. Post-traumatic stress disorder and anxiety also often accompany chronic pain symptoms.<sup>56</sup>

205. Cephalon and Purdue sponsored APF's *Treatment Options: A Guide for People Living with Pain* (2007), which taught patients that opioids differ from NSAIDs in that they have "no ceiling dose" and are therefore the most appropriate treatment for severe pain. The publication attributes 10,000 to 20,000 deaths annually to NSAID overdose when the figure is closer to 3,200.<sup>57</sup> *Treatment Options* also warned that risks of NSAIDs increase if "taken for more than a period of months," with no corresponding warning about opioids.

206. Endo sponsored a website, [painknowledge.com](http://painknowledge.com), through APF, which contained a flyer called "Pain: Opioid Therapy." This publication included a list of adverse effects that omitted significant adverse effects including hyperalgesia, immune and hormone dysfunction, cognitive impairment, tolerance, dependence, addiction, and death.

207. Janssen and Purdue sponsored and Endo provided grants to APF to distribute *Exit Wounds* (2009), which omits warnings of the risk of potentially fatal

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<sup>56</sup> Karen H. Seal, Association of Mental Health Disorders With Prescription Opioids and High-Risk Opioids in US Veterans of Iraq and Afghanistan, 307(9) J. Am. Med. Ass'n 940-47 (2012).

<sup>57</sup> Robert E. Tarone, et al., Nonselective Nonaspirin Nonsteroidal Anti-Inflammatory Drugs and Gastrointestinal Bleeding: Relative and Absolute Risk Estimates from Recent Epidemiologic Studies, 11 Am. J. of Therapeutics 17-25 (2004).

interactions between opioids and certain anti-anxiety medicines called benzodiazepines, commonly prescribed to veterans with post-traumatic stress disorder.

208. As a result of Defendants' campaign of deception, promoting opioids over safer and more effective drugs, opioid prescriptions increased even as the percentage of patients visiting a doctor for pain remained constant. A study of 7.8 million doctor visits between 2000 and 2010 found that opioid prescriptions increased from 11.3% to 19.6% of visits, as NSAID and acetaminophen prescriptions fell from 38% to 29%, driven primarily by the decline in NSAID prescribing.<sup>58</sup>

#### **G. Defendants' Promotion of Their Branded Drugs Was Also Deceptive**

209. While Defendants worked in concert to expand the market for opioids, they also worked to maximize their individual shares of that market. Each Defendant promoted opioids for chronic pain through sales representatives (which Defendants called "detailers" to deemphasize their primary sales role) and small group speaker programs to reach out to individual prescribers nationwide and in Suffolk County. By establishing close relationships with doctors, Defendants were able to disseminate their misrepresentations in targeted, one-on-one settings that allowed them to differentiate

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<sup>58</sup> M. Daubresse, *et al.*, *Ambulatory Diagnosis and Treatment of Nonmalignant Pain in the United States, 2000-2010*, 51(10) Med. Care, 870-878 (2013). For back pain alone, the percentage of patients prescribed opioids increased from 19% to 29% between 1999 and 2010, even as the use of NSAIDs or acetaminophen declined from 39.9% to 24.5% of these visits; and referrals to physical therapy remained steady. *See also* J. Mafi, *et al.*, *Worsening Trends in the Management and Treatment of Back Pain*, 173(17) J. of the Am Med. Ass'n Internal Med. 1573, 1573 (2013).

their opioids and to allay individual prescribers' concerns about prescribing opioids for chronic pain.

210. Defendants developed sophisticated methods for selecting doctors for sales visits based on the doctors' prescribing habits. In accordance with common industry practice, Defendants purchase and closely analyze prescription sales data from IMS Health, a healthcare data collection, management and analytics corporation. This data allows them to track precisely the rates of initial and renewal prescribing by individual doctors, which allows them to target and tailor their appeals. Sales representatives visited hundreds of thousands of doctors and disseminated the misinformation and materials described above throughout the United States, including doctors in Suffolk County.

**H. Defendants Knew That Their Marketing of Chronic Opioid Therapy Was False, Unfounded, and Dangerous and Would Harm Plaintiff and its Residents**

211. Defendants made, promoted, and profited from their misrepresentations – individually and collectively – knowing that their statements regarding the risks, benefits, and superiority of opioids for chronic pain were false and misleading. Cephalon and Purdue entered into settlements in the hundreds of millions of dollars to resolve criminal and federal charges involving nearly identical conduct. Defendants had access to scientific studies, detailed prescription data, and reports of adverse events, including reports of addiction, hospitalization, and deaths – all of which made clear the significant adverse outcomes from opioids and that patients were suffering from addiction, overdoses, and death in alarming numbers.

212. Defendants expected and intended that their misrepresentations would induce doctors to prescribe, patients to use, and payors to pay for their opioids for chronic pain.

213. When they began their deceptive marketing practices, Defendants recklessly disregarded the harm that their practices were likely to cause. As their scheme was implemented, and as reasonably foreseeable harm began to occur, Defendants were well aware that it was occurring. Defendants closely monitored their own sales and the habits of prescribing doctors, which allowed them to see sales balloon – overall, in individual practices, and for specific indications. Their sales representatives, who visited doctors and attended CME programs, knew what types of doctors were receiving their messages and how they were responding. Moreover, Defendants had access to, and carefully monitored government and other data that tracked the explosive rise in opioid use, addiction, injury, and death.

#### **I. Defendants Fraudulently Concealed their Misrepresentations**

214. Defendants took steps to avoid detection of, and to fraudulently conceal, their deceptive marketing and conspiratorial behavior.

215. Defendants disguised their own roles in the deceptive marketing by funding and working through Front Groups purporting to be patient advocacy and professional organizations and through paid KOLs. Defendants purposefully hid behind the assumed credibility of the front organizations and KOLs and relied on them to vouch for the accuracy and integrity of Defendants' false and misleading statements about opioid use for chronic pain.

216. While Defendants were listed as sponsors of many of the publications described in this Complaint, they never disclosed their role in shaping, editing, and approving their content. Defendants exerted their considerable influence on these purportedly “educational” or “scientific” materials in emails, correspondence, and meetings with KOLs, Front Groups, and public relations companies that were not public.

217. In addition to hiding their own role in generating the deceptive content, Defendants manipulated their promotional materials and the scientific literature to make it appear these items were accurate, truthful, and supported by substantial scientific evidence. Defendants distorted the meaning or import of materials they cited and offered them as evidence for propositions the materials did no support. The true lack of support for Defendants’ deceptive messages was not apparent to the medical professionals who relied upon them in making treatment decisions. The false and misleading nature of Defendants’ marketing was not known to, nor could it reasonably have been discovered by, Plaintiff or its residents.

218. Defendants also concealed their participation by extensively using the public relations companies they hired to work with Front Groups to produce and disseminate deceptive materials.

219. Defendants concealed from the medical community, patients, and health care payors facts sufficient to arouse suspicion of the existence of claims that Plaintiff now asserts. Plaintiff did not discover the existence and scope of Defendants’ industry-wide fraud and could not have acquired such knowledge earlier through the exercise of reasonable diligence.

220. Through the public statements, marketing, and advertising, Defendants' deceptions deprived Plaintiff of actual or implied knowledge of facts sufficient to put them on notice of potential claims.

**J. Defendants Entered into and Engaged in a Civil Conspiracy**

221. Defendants entered into a conspiracy to engage in the wrongful conduct complained of herein, and intended to benefit both independently and jointly from their conspiratorial enterprise.

222. Defendants reached an agreement between themselves to set up, develop, and fund an unbranded promotion and marketing network to promote the use of opioids for the management of pain in order to mislead physicians, patients, health care providers, and health care payors through misrepresentations or omissions regarding the appropriate uses, risks and safety of opioids.

223. This network is interconnected and interrelated, as demonstrated by Exhibit A, which is incorporated herein, and relied upon Defendants' collective use of and reliance upon unbranded marketing materials, such as KOLs, scientific literature, CMEs, patient education materials, and Front Groups. These materials were developed and funded collectively by Defendants, and Defendants relied upon the materials to intentionally mislead consumers and medical providers of the appropriate uses, risks and safety of opioids.

224. By knowingly misrepresenting the appropriate uses, risks, and safety of opioids, Defendants committed overt acts in furtherance of their conspiracy.

**FIRST CAUSE OF ACTION  
DECEPTIVE ACTS AND PRACTICES – NEW YORK GENERAL BUSINESS LAW § 349  
(AGAINST ALL DEFENDANTS)**

225. Plaintiff incorporates the allegations within all prior paragraphs within this Complaint as if they were fully set forth herein.

226. Defendants violated New York General Business Law § 349, because they engaged in deceptive acts or practices in the conduct of business, trade or commerce in this state.

227. Plaintiff and its residents have been injured by reason of Defendants' violation of § 349.

**SECOND CAUSE OF ACTION  
FALSE ADVERTISING – NEW YORK GENERAL BUSINESS LAW § 350  
(AGAINST ALL DEFENDANTS)**

228. Plaintiff incorporates the allegations within all prior paragraphs within this Complaint as if they were fully set forth herein.

229. Defendants violated New York General Business Law § 350, because they engaged in false advertising in the conduct of a business, trade or commerce in this state.

230. Plaintiff and its residents have been injured by reason of Defendants' violation of § 350.

**THIRD CAUSE OF ACTION  
PUBLIC NUISANCE  
(AGAINST ALL DEFENDANTS)**

231. Plaintiff incorporates the allegations within all prior paragraphs within this Complaint as if they were fully set forth herein.



232. Defendants, individually and acting through their employees and agents, and in concert with each other, have intentionally, recklessly, or negligently engaged in conduct or omissions which endanger or injure the property, health, safety or comfort of a considerable number of persons in Suffolk County by their production, promotion, and marketing of opioids for use by residents of Suffolk County.

233. Defendants' conduct is unreasonable.

234. Defendants' conduct is not insubstantial or fleeting. It has caused deaths, serious injuries, and a severe disruption of public peace, order and safety; it is ongoing, and it is producing permanent and long-lasting damage.

235. Defendants' conduct constitutes a public nuisance.

236. Defendants' conduct directly and proximately caused injury to Plaintiff and its residents.

237. Plaintiff and its residents suffered special injuries distinguishable from those suffered by the general public.

**FOURTH CAUSE OF ACTION  
VIOLATION OF NEW YORK SOCIAL SERVICES LAW § 145-B  
(AGAINST ALL DEFENDANTS)**

238. Plaintiff incorporates the allegations within all prior paragraphs within this Complaint as if they were fully set forth herein.

239. Defendants violated Social Services Law § 145-b, because they knowingly, by means of a false statement or representation, or by deliberate concealment of any material fact, or other fraudulent scheme or device, on behalf of themselves or others, attempted to obtain or obtained payment from public funds for services or supplies

furnished or purportedly furnished pursuant to Chapter 55 of the Social Services Law. Plaintiff is a “political subdivision” of the State of New York as that term is used in § 145-b (1) (b) and a “local social services district” as that term is used in § 145-b (2).

240. By reason of Defendants’ violation of § 145-b, Plaintiff has been damaged.

**FIFTH CAUSE OF ACTION  
FRAUD  
(AGAINST ALL DEFENDANTS)**

241. Plaintiff incorporates the allegations within all prior paragraphs within this Complaint as if they were fully set forth herein.

242. Defendants, individually and acting through their employees and agents, and in concert with each other, made misrepresentations and omissions of facts material to Plaintiff and its residents to induce them to purchase, administer, and consume opioids as set forth in detail above.

243. Defendants knew at the time that they made their misrepresentations and omissions that they were false.

244. Defendants intended that Plaintiff and its residents would rely on their misrepresentations and omissions.

245. Plaintiff and its residents reasonably relied upon Defendants’ misrepresentations and omissions.

246. By reason of their reliance on Defendants’ misrepresentations and omissions of material fact Plaintiff and its residents suffered actual pecuniary damage.

247. Defendants’ conduct was willful, wanton, and malicious and was directed at the public generally.

**SIXTH CAUSE OF ACTION  
UNJUST ENRICHMENT  
(AGAINST ALL DEFENDANTS)**

248. Plaintiff incorporates the allegations within all prior paragraphs within this Complaint as if they were fully set forth herein.

249. As an expected and intended result of their conscious wrongdoing as set forth in this Complaint, Defendants have profited and benefited from opioid purchases made by Plaintiff and its residents.

250. In exchange for the opioid purchases, and at the time Plaintiff and its residents made these payments, Plaintiff and its residents expected that Defendants had provided all of the necessary and accurate information regarding those risks and had not misrepresented any material facts regarding those risks.

251. Defendants have been unjustly enriched at the expense of Plaintiff.

**PRAYER FOR RELIEF**

WHEREFORE Plaintiff demands judgment against Defendants, jointly and severally, awarding Plaintiff:

- i. compensatory damages in an amount sufficient to fairly and completely compensate Plaintiff for all damages;
- ii. treble damages, penalties, and costs pursuant to Social Services Law § 145-b;

- iii. Treble damages and attorney's fees pursuant to General Business Law §§ 349(h) and 350-3(3);
- iv. punitive damages;
- v. interest, costs, and disbursements; and
- vi. such other and further relief as this Court deems just and proper.

Dated: August 31, 2016



Paul J. Hanly, Jr.  
 Jayne Conroy  
 Andrea Bierstein  
 Thomas I. Sheridan, III  
 SIMMONS HANLY CONROY LLC  
 112 Madison Avenue  
 New York, NY 10016  
 (212) 784-6401  
 phanly@simmonsfirm.com

-and-

Sarah S. Burns  
 SIMMONS HANLY CONROY LLC  
 One Court Street  
 Alton, IL 62002  
 (618) 259-2222  
 sburns@simmonsfirm.com

-and-

Dennis M. Brown, County Attorney  
 Lynne A. Bizzarro, Chief Deputy County Attorney  
 COUNTY OF SUFFOLK  
 H. Lee Dennison Building  
 100 Veterans Memorial Highway, 6<sup>th</sup> Floor  
 P.O. Box 6100  
 Hauppauge, NY 11788  
 (631) 853-5169

*Attorneys for Plaintiff*

# TAB 1

| Court                   | Case No.      | Plaintiff(s)                                                                | Defendant(s)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Date Filed | Firms Representing                                                          |
|-------------------------|---------------|-----------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------------------------------------------------------------------------|
| Cleveland County, OK    | CJ-2017-816   | State of Oklahoma; AG Mike Hunter                                           | Purdue Pharma LP; Purdue Pharma Inc; The Purdue Frederick Company Inc.; Teva Pharmaceuticals USA Inc.; Cephalon Inc; Johnson & Johnson; Janssen Pharmaceuticals Inc; Ortho-McNeil-Janssen Pharmaceuticals Inc; Jansen pharmaceceutica, Inc.; Allergan PLC; Watson Laboratories Inc; Actavis LLC; Actavis Pharma, Inc.                                                                                                                                                                                                                                                                | 6/30/2017  | Whitten Burrage; Nix Patterson & Roach LLP; Glenn Coffee & Associates, PLLC |
| CNDC                    | 17-CV-203     | Cherokee Nation                                                             | McKesson Corp., Cardinal Health, Inc., Amerisourcebergen, CVS Health, Walgreens Boots Alliance, Inc., Wal-Mart Stores, Inc.                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 4/20/2017  | Filed in Tribal Ct.                                                         |
| EDCA                    | 17-CV-1485    | County of San Joaquin; City of Stockton; Montezuma Fire Protection District | Purdue Pharma, L.P.; Purdue Pharma, Inc.; Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutica, Inc.; Endo Health Solutions, Inc.; Endo Pharmaceuticals, Inc.; McKesson Corporation                                                                                                                                                                                                                                                   | 7/17/2017  | Law Offices Of Francis O. Scarpulla; Parish Guy Castillo, PLC;              |
| EDTN                    | 17-CV-122     | Barry Staubus, Tony Clark, Dan Armstrong and Baby Doe                       | Purdue Pharma LP, Purdue Pharma, Inc., The Purdue Frederick Company, Mallinckrodt PLC, Endo Health Solutions, Inc., Endo Pharmaceuticals, Inc., Center Pointe Medical Clinic, LLC, Elizabeth Ann Bowers Campbell, Pamela Moore and Abdelrahman Hassabu Mohamed                                                                                                                                                                                                                                                                                                                       | 7/27/2017  |                                                                             |
| Montgomery County, Ohio | 17-CV-2647    | The City of Dayton                                                          | Purdue Pharma L.P.; Purdue Pharma Inc.; The Purdue Frederick Co., Inc.; Teva Pharm. USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharm., Inc.; Ortho-McNeil-Janssen Pharm., Inc.; Janssen Pharmaceutica, Inc.; Endo Pharm., Inc.; Allergan PLC; Actavis, Inc.; Watson Lab., Inc.; Actavis LLC; Actavis Pharma, Inc.; Endo Health Solutions Inc.; McKesson Corp.; Cardinal Health, Inc.; AmerisourceBergen Corp.; Russell Portenoy; Perry Fine; Scott Fishman; and Lynn Webster.                                                                                             | 6/5/2017   | Napoli Shkolnik, PLLC; Climaco, Wildcox, Peca, & Garofoli, C.O., L.P.A.     |
| NDIL                    | 1:14-cv-04361 | City of Chicago                                                             | Purdue Pharma L.P.; Purdue Pharma Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutica, Inc. n/k/a Janssen Pharmaceuticals, Inc.; Depomed, Inc.; Endo Health Solutions, Inc., Endo Pharmaceuticals, Inc.; Allergan PLC, f/k/a Actavis PLC; Actavis, Inc. f/k/a Watson Pharmaceuticals, Inc.; Watson Laboratories, Inc.; Actavis LLC; and Actavis Pharma, Inc. f/k/a Watson Pharma, Inc. | 2015       | Motley Rice/Wexler Wallace                                                  |
| NY State Court          | EFCA2017-252  | Broome County NY                                                            | Purdue Pharma L.P.; Purdue Pharma Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutica, Inc. n/k/a Janssen Pharmaceuticals, Inc.; Endo Health Solutions, Inc., Endo Pharmaceuticals, Inc.; Russell Portenoy; Perry Fine; Scott Fishman; Lynn Webster                                                                                                                                    | 2/1/2017   | Simmons Hanly                                                               |

|                |                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |           |                 |
|----------------|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------------|
| NY State Court | Dutchess County NY    | Purdue Pharma LP; Purdue Pharma Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals Inc.; Janssen Pharmaceutical, Inc. n/k/a Janssen Pharmaceuticals; Endo Health Solutions Inc.; and Endo Pharmaceuticals, Inc.; as well as physicians Russell Portenoy, Perry Fine, Scott Fishman and Lynn Webster | 6/6/2017  | Simmons Hanly   |
| NY State Court | Erie County NY        | Purdue Pharma LP; Purdue Pharma Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals Inc.; Janssen Pharmaceutical, Inc. n/k/a Janssen Pharmaceuticals; Endo Health Solutions Inc.; and Endo Pharmaceuticals, Inc.; as well as physicians Russell Portenoy, Perry Fine, Scott Fishman and Lynn Webster | 2/1/2017  | Simmons Hanly   |
| NY State Court | Orange County NY      | Purdue Pharma LP; Purdue Pharma Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals Inc.; Janssen Pharmaceutical, Inc. n/k/a Janssen Pharmaceuticals; Endo Health Solutions Inc.; and Endo Pharmaceuticals, Inc.; as well as physicians Russell Portenoy, Perry Fine, Scott Fishman and Lynn Webster | 5/11/2017 | Simmons Hanly   |
| NY State Court | Nassau County NY      | Purdue Pharma LP; Purdue Pharma Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; et al.                                                                                                                                                                                                                                                                                                                                                      | 6/12/2017 | Napoli Shkolnik |
| NY State Court | Schenectady County NY | Purdue Pharma LP; Purdue Pharma Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals Inc.; Janssen Pharmaceutical, Inc. n/k/a Janssen Pharmaceuticals; Endo Health Solutions Inc.; and Endo Pharmaceuticals, Inc.; as well as physicians Russell Portenoy, Perry Fine, Scott Fishman and Lynn Webster | 6/15/2017 | Simmons Hanly   |
| NY State Court | Seneca County NY      | Purdue Pharma LP; Purdue Pharma Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals Inc.; Janssen Pharmaceutical, Inc. n/k/a Janssen Pharmaceuticals; Endo Health Solutions Inc.; and Endo Pharmaceuticals, Inc.; as well as physicians Russell Portenoy, Perry Fine, Scott Fishman and Lynn Webster | 6/7/2017  | Simmons Hanly   |



|                                         |                  |                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |           |                                                                                                                      |
|-----------------------------------------|------------------|-------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------------------------------------------------------------------------------------------------------------------|
| NY State Court                          |                  | Suffolk County NY                                           | Purdue Pharma LP; Purdue Pharma Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals Inc.; Janssen Pharmaceutical, Inc. n/k/a Janssen Pharmaceuticals; Endo Health Solutions Inc.; and Endo Pharmaceuticals, Inc.; as well as physicians Russell Portenoy, Perry Fine, Scott Fishman and Lynn Webster                | 8/31/2016 | Simmons Hanly                                                                                                        |
| NY State Court                          | 2017-961         | Sullivan County NY                                          | Purdue Pharma LP; Purdue Pharma Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals Inc.; Janssen Pharmaceutical, Inc. n/k/a Janssen Pharmaceuticals; Endo Health Solutions Inc.; and Endo Pharmaceuticals, Inc.; as well as physicians Russell Portenoy, Perry Fine, Scott Fishman and Lynn Webster                | 6/7/2017  | Simmons Hanly                                                                                                        |
| Ross County, Ohio                       |                  | State of Ohio & Mike DeWine                                 | Purdue Pharma LP; Purdue Pharma Inc; The Purdue Frederick Company Inc, Teva Pharmaceutical Industries LTD; Teva Pharmaceuticals USA Inc.; Cephalon Inc; Johnson & Johnson; Janssen Pharmaceuticals Inc; Ortho-McNeil-Janssen Pharmaceuticals Inc; Jansen pharmaceuticals Inc; Endo Health Solutions; Endo Pharmaceuticals Inc; Allergan PLC; Watson Pharmaceuticals Inc; Watson Laboratories Inc; Actavis LLC                                                                        | 5/31/2017 | Hagen Berman Sobol Shapiro                                                                                           |
| SDIL                                    | 17-CV-616        | People of the State of Illinois; St. Clair County, Illinois | Purdue Pharma L.P.; Purdue Pharma Inc.; The Purdue Frederick Company, Inc.; Abbott Laboratories; Abbott Laboratories, Inc.                                                                                                                                                                                                                                                                                                                                                           | 6/9/2017  | Cates Mahoney, LLC; Law Office of Christopher Cueto , LTD; Holland, Groves, et al.; Goldenberg Heller & Antognoli PC |
| SDOH                                    | 17-CV-663        | Belmont County Board of County Commissioners                | AmerisourceBergen Drug Corporation, Cardinal Health, Inc., McKesson Corporation                                                                                                                                                                                                                                                                                                                                                                                                      | 7/28/2017 | Hill, Peterson, Carper, Bee & Deitzler, PLLC                                                                         |
| SDOH                                    | 17-CV-664        | Brown County Board of County Commissioners                  | AmerisourceBergen Drug Corporation, Cardinal Health, Inc., McKesson Corporation                                                                                                                                                                                                                                                                                                                                                                                                      | 7/28/2017 | Hill, Peterson, Carper, Bee & Deitzler, PLLC                                                                         |
| SDOH                                    | 17-CV-662        | Clermont County Board Of County Commissioners               | AmerisourceBergen Drug Corporation, Cardinal Health, Inc., McKesson Corporation                                                                                                                                                                                                                                                                                                                                                                                                      | 7/28/2017 | Hill, Peterson, Carper, Bee & Deitzler, PLLC                                                                         |
| St. Louis, MO County Court              |                  | The State of Missouri; Joshua D. Hawley                     | Purdue Pharma, L.P.; Purdue Pharma, Inc.; Purdue Frederick Company; Endo Health Solutions, Inc.; Endo Pharmaceuticals, Inc.; Janssen Pharmaceuticals, Inc.; Johnson & Johnson                                                                                                                                                                                                                                                                                                        | 6/21/2017 |                                                                                                                      |
| The Superior Court of Orange County, CA | 30-2014-00725287 | The People of the State of California                       | Actavis LLC; Actavis Pharma, Inc.; Actavis, Inc.; Actavis, PLC; Cephalon, Inc.; Endo Health Solutions, Inc.; Endo Pharmaceuticals, Inc.; Janssen Pharmaceutica, Inc.; Janssen Pharmaceuticals, Inc.; Johnson & Johnson; Ortho-McNeil-Janssen Pharmaceuticals; Purdue Pharma, LP; Purdue Pharma Inc.; Purdue, Inc.; Teva Pharmaceutical Industries, Ltd.; Teva Pharmaceuticals USA, Inc.' The Purdue Frederick Company, Inc.; Watson Laboratories, Inc.; Watson Pharmaceuticals, Inc. | 5/21/2014 |                                                                                                                      |

|      |            |                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                            |           |                                                                                |
|------|------------|------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------------------------------------------------------------------------------|
| WDWA | 17-CV-209  | Snohomish County                         | Purdue Pharma L.P.; Purdue Pharma Inc.; The Purdue Frederick Company, Inc.; John and Jane Does 1 through 10                                                                                                                                                                                                                                                                                                                                | 2/10/2017 | Kelley, Goldfarb; Huck; Roth; & Riojas, PLLC                                   |
| WDWA | 17-CV-209  | The City of Everett                      | Purdue Pharma, L.P.; Purdue Pharma, Inc.; The Purdue Frederick Co., Inc.; John and Jane Does 1 through 10, individuals who are executives, officers, and/or directors of Purdue.                                                                                                                                                                                                                                                           |           | Kelley, Goldfarb, Huck, Roth & Riojas, PLLC                                    |
| WVSD | 17-CV-2028 | Boone County Commission                  | AmerisourceBergen Drug Corporation, Rite Aid of Maryland, Inc., Kroger Limited Partnership II, Cardinal Health, Inc., McKesson Corporation, Kroger Limited Partnership I, H.D. Smith Wholesale Drug Co., Anda, Inc., Generics Bidco I, LLC, Anda Pharmaceuticals, Inc., Belco Drug Corp. and Qualitest Pharmaceuticals, Inc.                                                                                                               | 3/27/2017 | Hendrickson & Long/Powell & Majestro (WV firms)                                |
| WVSD | 17-CV-1665 | Cabell County Commission                 | AmerisourceBergen Drug Corporation, CVS Indiana, L.L.C., Cardinal Health, Inc., Rite Aid of Maryland, Inc., Wal-Mart Stores East, LP, Kroger Limited Partnership II, McKesson Corporation, Walgreen Eastern Co., Inc., Kroger Limited Partnership I and H.D. Smith Wholesale Drug Co.                                                                                                                                                      | 3/9/2017  | Hendrickson & Long/Powell & Majestro (WV firms)                                |
| WVSD | 17-CV-1957 | Fayette County Commission                | Cardinal Health, Inc., CVS Indiana, L.L.C., AmerisourceBergen Drug Corporation, Rite Aid of Maryland, Inc., Wal-Mart Stores East, LP, Kroger Limited Partnership I, Kroger Limited Partnership II, McKesson Corporation and Top Rx, LLC                                                                                                                                                                                                    | 3/21/2017 | Hendrickson & Long/Powell & Majestro (WV firms)                                |
| WVSD | 17-CV-1666 | Kanawha County Commission                | AmerisourceBergen Drug Corporation, Rite Aid of Maryland, Inc., Cardinal Health, Inc., Kroger Limited Partnership II, CVS Indiana, L.L.C., Omnicare Distribution Center LLC, McKesson Corporation, Wal-Mart Stores East, LP, Miami-Luken, Inc., Kroger Limited Partnership I, The Harvard Drug Group, L.L.C., Walgreen Eastern Co., Inc., Anda, Inc., Anda Pharmaceuticals, Inc., Masters Pharmaceutical, Inc. and Keysource Medical, Inc. | 3/9/2017  | Hendrickson & Long/Powell & Majestro (WV firms)                                |
| WVSD | 17-CV-2296 | Logan County Commission                  | Cardinal Health, Inc., McKesson Corporation, AmerisourceBergen Drug Corporation, Rite Aid of Maryland, Inc., Wal-Mart Stores East, LP, Kroger Limited Partnership II, H. D. Smith Wholesale Drug Co., The Harvard Drug Group, L.L.C., Kroger Limited Partnership I, Miami-Luken, Inc., Anda Pharmaceuticals, Inc., Cedardale Distributors LLC, Anda, Inc., Belco Drug Corp., SAJ Distributors and Masters Pharmaceutical, Inc.             | 4/11/2017 | Hendrickson & Long/Powell & Majestro (WV firms)                                |
| WVSD | 17-CV-1362 | The City of Huntington                   | AmerisourceBergen Drug Corporation, Cardinal Health, Inc., McKesson Corporation and Gregory Donald Chaney                                                                                                                                                                                                                                                                                                                                  | 2/23/2017 | Hendrickson & Long/Powell & Majestro (WV firms)                                |
| WVSD | 17-CV-946  | The County Commission of McDowell County | AmerisourceBergen Drug Corporation, Cardinal Health, Inc., McKesson Corporation, Harold Anthony Cofer, Jr., & Cardinal Health 110, LLC                                                                                                                                                                                                                                                                                                     | 1/25/2017 | The Bell Law Firm, Morgan & Morgan Complex Litigation Group, and Troy Law Firm |
| WVSD | 17-CV-1962 | Wayne County Commission                  | Rite Aid of Maryland, Inc., CVS Indiana, L.L.C., McKesson Corporation, Cardinal Health, Inc., SAJ Distributors, Wal-Mart Stores East, LP, AmerisourceBergen Drug Corporation and Top Rx, LLC                                                                                                                                                                                                                                               | 3/21/2017 | Hendrickson & Long/Powell & Majestro (WV firms)                                |
| WVSD | 17-CV-2311 | Wyoming County Commission                | AmerisourceBergen Drug Corporation, Rite Aid of Maryland, Inc., McKesson Corporation, H. D. Smith Wholesale Drug Co., Miami-Luken, Inc., J M Smith Corporation, Anda, Inc. and The Harvard Drug Group, L.L.C.                                                                                                                                                                                                                              | 4/12/2017 | Hendrickson & Long/Powell & Majestro (WV firms)                                |

Mississippi

**STATEMENT OF EXPLANATION**

Resolution No. 24 - 25

**RES. 24-25: RESOLUTION TO DISALLOW SECOND CLAIM OF RICHARD  
HODSDON - TODD PAULS**

1 Attorney Richard Hodsdon filed a notice of continuing claim dated March 27, 2025,  
2 against the County pursuant to Wisconsin Statute § 893.80. This notice was received by the  
3 Chippewa County Clerk on March 28, 2025. The notice alleges that the County has a continuing  
4 and contractual obligation for additional damages rendered for and on behalf of his client,  
5 Sheriff Travis Hakes. It notes that it is submitted in addition to and not in place of a similar  
6 claim dated June 12, 2024, for legal services provided in connection with an investigation  
7 conducted by the County into a complaint filed with the County. The notice alleges damages of  
8 approximately \$9,000.00, increasing at an hourly rate of \$350.00 for all additional time spent  
9 on the matter.

10 Upon review of the claim with the County's liability insurance company, Wisconsin  
11 Municipal Mutual Insurance Company (WMMIC) and insurance defense legal counsel, it is the  
12 recommendation of WMMIC and insurance defense legal counsel that the County formally  
13 deny the claim. This resolution denies the continuing claim and provides notice to Attorney  
14 Richard Hodsdon of this denial as required by Wis. Stat. §893.80.

15

## Resolution No. 24 - 25

**RES. 24-25: RESOLUTION TO DISALLOW SECOND CLAIM OF RICHARD HODSDON - TODD PAULS**

WHEREAS, a Notice of Claim from Richard Hodsdon was filed on March 28, 2025 with the Chippewa County Clerk's Office, as a continuing claim to a previous claim that Richard Hodsdon filed with the Chippewa County Clerk's Office on June 12, 2024, in the amount of \$27,753.37, which was disallowed by the Chippewa County Board of Supervisors pursuant to Resolution 42-24 ; and

WHEREAS, the Notice of Claim states that the County has a continuing and contractual obligation for additional damages for the time Mr. Hodsdon has spent in his effort to collect unpaid fees for legal services Mr. Hodsdon claims he rendered for and on behalf of his client, Sheriff Travis Hakes; and

WHEREAS, the Notice of Claim states that Mr. Hodsdon's additional damages as of the date of the Notice of Claim are "in the approximate amount of \$9,000.00 and that the amount increases at an hourly rate of \$350.00 for all time spent by this office in its effort to collect the unpaid debt."; and

WHEREAS, upon review of this claim with the County's liability insurance company, Wisconsin Mutual Municipal Insurance Company (WMMIC) and insurance defense legal counsel it is the recommendation of WMMIC and insurance defense legal counsel that the claim be denied;

NOW, THEREFORE BE IT RESOLVED, that the Chippewa County Board of Supervisors does hereby deny the continuing claim of Attorney Richard Hodsdon, and no action on this claim may be brought against Chippewa County or any of its officers, officials, agents or employees after six months from the date of service of this notice, pursuant to Wis. Stat. § 893.80; and

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the claimant by certified mail, return receipt requested, as Notice of Disallowance.

Forwarded to the County Board by the Executive Committee.

**FINANCIAL IMPACT:**

There is no fiscal impact to Chippewa County by passage of this resolution.

**07/1/2025 Executive Committee**  
**RESULT: FORWARD TO COUNTY BOARD [UNANIMOUS] Next: 7/8/2025 6:00 PM**  
**MOVER:** Charles Bomar, District 12  
**SECONDER:** Jason Bergeron, District 7, Vice-Chair  
**AYES:** Hull, Bergeron, Gehring, Bomar, Seidlitz

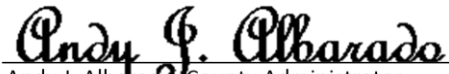
Approved as to Form:

  
 Todd A. Pauls, Corporation Counsel

6/24/2025

  
 Leah Simington, Finance Director

6/26/2025

  
 Andy J. Albarado, County Administrator

6/25/2025

**RICHARD HODSDON**  
***ATTORNEY AT LAW***

March 27, 2025

Chippewa County Clerk  
Room 109  
711 North Bridge Street  
Chippewa Falls, WI 54729  
(By postal mail and email)

RE: Notice of Claim for Additional Damages for Failure to Pay Contractual Obligations

To the Chippewa County Clerk:

This letter is submitted to your Office as a second claim against Chippewa County related to failure to pay contractual obligations for services rendered on behalf of an elected official of Chippewa County contracted by a written agreement executed by that official. This Notice of Claim and Demand is submitted in addition to and not in place of a similar Notice provided to your Office dated June 12, 2024, for legal services rendered to and on behalf of Chippewa /county Sheriff Travis Hakes. This Notice of Claim is being submitted in an abundance of caution to ensure compliance with Wisconsin Statutes, including, but not limited to, Wis. Stat. 59.64 to notify Chippewa County that its failure to pay the due and properly presented claim in breach of its contractual obligations has resulted in additional damages due and owing from Chippewa County to the Law Office of Richard Hodsdon.

This Notice is also to advise you that such damages are continuing in nature and increasing in amount on an on-going basis caused by the time and resources that are being spent to collect the money currently due and owing and for which Chippewa County has continued to refuse payment. The additional damages as of the date of this Notice and Demand are in the approximate amount of \$9,000.00 and that amount increases at an hourly rate of \$350.00 for all time spent by this office in its effort to collect the unpaid debt. Because these damages continue to increase and accumulate on an on-going basis I am unable at this time to present the specific and final dollar amount of the Demand for Payment. If the appropriate legal representative of Chippewa County wishes to contact me for more specific information they should feel free to do so.

The history and factual basis of this Demand and Notice has been submitted to Chippewa County as attachments to the Notice and Demand of June 12, 2024, and is incorporated herein. While Wisconsin Statutes direct such Notice and Demand be made to your Office, attorney ethical requirements require me to be cautious about contacting a party represented by counsel and since Attorney Hanna Kolberg represents Chippewa County of the first Notice of Claim and Demand I am also sending a copy of this document to her in the event that she, rather than Chippewa County Corporation counsel, is the appropriate county representative.



Yours,

s/Richard Hodsdon

CC: Todd A. Paul, Chippewa County Corporation Counsel (By email only)  
Chippewa County Sheriff Travis Hakes (By email only)  
Attorney Hanna Kolberg (By email only)



Deborah Blevins  
711 N Bridge Street  
Chippewa Falls, Wisconsin 54729

June 20, 2025

RE:     Claimant:             Richard Hodsdon  
         Claim Number:       GLCC00004036  
         Our Insured:         Chippewa County  
         Date of Loss:         3/27/2025

Dear Deborah Blevins,

The above referenced claim was filed on . After a thorough examination of the information, it has been determined that Chippewa County has no liability for this claim. Please issue a formal disallowance and provide a copy of this disallowance to WMMIC.

A copy of this letter has been placed in the claim file for reference. If you should have any further questions, please contact me.

Sincerely,

A handwritten signature in black ink that reads "Nicole Busch".

Nicole Busch  
Liability Team Lead  
Wisconsin Municipal Mutual Insurance Company  
(608) 268-0142  
nbusch@wmmic.com

## Resolution No. 42 - 24

**RES. 42-24: RESOLUTION TO DISALLOW CLAIM OF RICHARD HODSDON - TODD PAULS AND  
JIM SHERMAN**

WHEREAS, a Notice of Claim from Attorney Richard Hodsdon was filed on June 13, 2024 with the Chippewa County Clerk's Office; and

WHEREAS, the Notice of Claim states that Attorney Richard Hodsdon is claiming that the County has legal and contractual obligations to tender payment for legal services in the amount of \$27,753.37 that Attorney Hodsdon rendered for and on behalf of his client, Sheriff Travis Hakes; and

WHEREAS, Attorney Hodsdon was retained by Sheriff Hakes to represent him in connection with an investigation conducted by the County into a complaint filed with the County by an employee regarding conduct of the Sheriff, which raised workplace concerns pursuant to Chapter 7, Section 69 of the Chippewa County Human Resources Policy Manual; and

WHEREAS, after review of this claim with the County's liability insurance company, Wisconsin Mutual Municipal Insurance Company (WMMIC), it is WMMIC's recommendation that the claim be denied;

NOW, THEREFORE BE IT RESOLVED, that the Chippewa County Board of Supervisors does hereby deny the claim of Attorney Richard Hodsdon, and no action on this claim may be brought against Chippewa County or any of its offices, officials, agents or employees after six months from the date of service of this notice, pursuant to Wis. Stat. § 893.80; and

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the claimant by certified mail, return receipt requested, as Notice of Disallowance.

Forwarded to the County Board by the Executive Committee.

**FINANCIAL IMPACT:**

There is no fiscal impact to Chippewa County by passage of this resolution.

**10/8/2024 County Board**  
**RESULT: APPROVED [14 TO 6]**  
**MOVER:** Kari Ives, District 21  
**SECONDER:** Charles Bomar, District 12  
**AYES:** Hull, Mueller, Flater, Guthman, Gehring, Kirby, Bergeron, Ericksen, Peterson, Bomar, Kempe, Rohmeyer, Flynn, Ives  
**NAYS:** Shoebridge, Goettl, Seidlitz, Lotts, Roshell, Kelly  
**ABSENT:** Lee Hennick

History:

10/01/24 Executive Committee FORWARD TO COUNTY BOARD

Approved as to Form:

*Todd A. Pauls*

Todd A. Pauls, Corporation Counsel

9/19/2024

*Lori Zwiefelhofer*

Lori Zwiefelhofer, Finance Director

9/19/2024

*Randy B. Scholz*

Randy B. Scholz, County Administrator

9/19/2024

**RICHARD HODSDON**  
**ATTORNEY AT LAW**

June 12, 2024

Chippewa County Clerk  
Room 109  
711 North Bridge Street  
Chippewa Falls, WI 54729  
(By postal mail and email)

RE: Notice of Claim for Failure to Pay Contractual Obligations

To the Chippewa County Clerk:

This letter is submitted to your office in an abundance of caution to insure compliance with Wisconsin Statutes, including, but not limited to, Wis. Stat. 59.64. By this letter I demand Chippewa County tender payment for its contractual obligations to my law office. As reflected in the attached materials that current obligation is in the amount of \$27,753.37. That figure does not include charges for interest, costs of collection or other potential costs and expenses, which by this letter I am willing to waive and forego but only in and for consideration of the prompt payment of this demand for payment.

This demand is made pursuant to contractual obligations incurred by and on behalf of an official of Chippewa County for legal services rendered in circumstances in which Chippewa County Corporation Counsel was legally and ethically precluded from representing the Chippewa County Sheriff in matters involving his official role, duties and capacity as Chippewa County Sheriff and in which Chippewa County has a legal obligation under the laws and statutes, such as Wis. Stat. 59.42, to provide the Sheriff with legal representation.

The attached letter and invoices were previously submitted to Corporation Counsel on May 15, 2024, and to date I have received no response to it nor payment of the invoice. I am advised that on multiple prior occasions the Sheriff has informed county officials of his approval of the invoices and directed that they be paid from whatever funds are appropriate for fiscal and budgeting purposes. I am aware of other payments made to outside counsel related to this matter whose billing rates are higher than the contracted rate reflected in these invoices and that those invoices are likely less specific than the attached so I am at a loss as to why these invoices remain unpaid.

By submission of this Notice of Claim it is my desire to avoid having to bring action against the county and in order to preserve my legal right to do so I submit this Notice as the final step before initiating action in the circuit court. I trust the invoices will be promptly processed and payment tendered. If you require any additional information to process and remit the payment please advise and I will promptly provide it.

2435 White Pine Way, Stillwater, MN 55082 Telephone/text 651-491-5900 rick\_hodsdon@yahoo.com



Yours,

Richard Hodsdon

Richard Hodsdon

CC: Todd A. Paul, Chippewa County Corporation Counsel (By email only)  
Chippewa County Sheriff Travis Hakes (By email only)

ENC. May 15, 2024, Letter and Invoices

2435 White Pine Way, Stillwater, MN 55082 Telephone/text 651-491-5900 rick\_hodsdon@yahoo.com



**RICHARD HODSDON**  
*ATTORNEY AT LAW*

May 15, 2024

Todd A. Paul  
Chippewa County Corporation Counsel  
Room 102  
711 North Bridge Street  
Chippewa Falls, WI 54729

RE: Representation of Chippewa County Sheriff

Counsel:

As you know I was retained to represent Chippewa County Sheriff Travis Hakes in a matter initiated last summer that resulted in an extensive investigation by Attorney Hall into allegations related to Sheriff Hakes in his professional capacity as sheriff. While legal requirements such as Wis. Stat. 59.42 place the responsibility on your office to represent county officers in such matters, you very wisely and appropriately noted your office had an unresolvable ethical conflict and could not represent Sheriff Hakes. It was for that reason I became his counsel in the matter. In that regard the approach was similar to the retainer agreement entered into with the law firm of Weld Riley in early January 2024, when the Chippewa County Administrator made a demand for records of Sheriff Hakes under the Open Records Act and because of the conflict outside counsel was also retained for that matter.

Now that the matter as to this investigation has been effectively ended I am following up on billings I have sent to Sheriff Hakes for payment and that he has attempted to submit for payment but without success to date. I am not aware of the internal procedures used by the County in terms of which funds are used to pay the costs of outside conflict counsel but since you were involved in the Weld Riley retainer and payments, Sheriff Hakes has indicated it to be appropriate to send another copy of my invoices and this time to send them directly to your office and I am doing that with this letter. Sheriff Hakes indicated the named of a staff member of your office I should send the invoices to and while I address the letter to you I will also send by email this document to her.

I assume this document is all that you need to send the invoices to the proper place within the county for payment. If additional materials such as a T.I.N. are needed, please have your staff advise of what is required and I will be happy to provide it with separate cover.

Like many of the parties involved in this long matter I am pleased that it is finally concluding and from my client's perspective as well as mine this aspect of payment of legal fees seems like the closing chapter of this long saga. I thank you in advance for your prompt attention to this matter.

2435 White Pine Way, Stillwater, MN 55082 Telephone/text 651-491-5900 rick\_hodsdon@yahoo.com



Sincerely,

s/Richard Hodsdon

CC: Sheriff Travis Hakes  
County Administrator Randy Scholz

2435 White Pine Way, Stillwater, MN 55082 Telephone/text 651-491-5900 rick\_hodsdon@yahoo.com



## Law Office of Richard Hodsdon

2435 White Pine Way  
Stillwater, MN 55082

Sheriff Travis Hakes  
32 East Spruce Street  
Chippewa Falls, Wisconsin 54729

00025-Hakes

### Alleged Sexual Harassment

## INVOICE

Invoice # 27  
Date: 10/09/2023  
Due On: 11/08/2023

| Type    | Date       | Notes                                                                 | Quantity | Rate     | Total    |
|---------|------------|-----------------------------------------------------------------------|----------|----------|----------|
| Service | 07/06/2023 | client communications, document review                                | 1.00     | \$250.00 | \$250.00 |
| Service | 07/10/2023 | client communications, correspondence drafting and review             | 1.50     | \$250.00 | \$375.00 |
| Service | 07/11/2023 | client communications, correspondence review, draft documents         | 1.90     | \$250.00 | \$475.00 |
| Service | 07/12/2023 | client communications, legal research, investigations, correspondence | 1.20     | \$250.00 | \$300.00 |
| Service | 07/14/2023 | client communications, investigation                                  | 1.40     | \$250.00 | \$350.00 |
| Service | 07/18/2023 | counsel communications, client communications                         | 0.40     | \$250.00 | \$100.00 |
| Service | 07/24/2023 | Client communications, conference with counsel, draft correspondence  | 2.00     | \$250.00 | \$500.00 |
| Service | 07/25/2023 | client communications, correspondence with counsel                    | 0.50     | \$250.00 | \$125.00 |
| Service | 07/28/2023 | client communications, counsel communications                         | 0.40     | \$250.00 | \$100.00 |
| Service | 07/29/2023 | client communications                                                 | 0.50     | \$250.00 | \$125.00 |
| Service | 07/30/2023 | correspondence to counsel                                             | 0.40     | \$250.00 | \$100.00 |
| Service | 08/04/2023 | client conference                                                     | 0.40     | \$250.00 | \$100.00 |
| Service | 08/17/2023 | client communications                                                 | 0.20     | \$250.00 | \$50.00  |
| Service | 08/18/2023 | client communications                                                 | 0.20     | \$250.00 | \$50.00  |
| Service | 08/22/2023 | client communications                                                 | 0.10     | \$250.00 | \$25.00  |
| Service | 08/29/2023 | client communications                                                 | 0.20     | \$250.00 | \$50.00  |
| Service | 09/13/2023 | client communications                                                 | 0.30     | \$250.00 | \$75.00  |



Invoice # 27 - 10/09/2023

|         |            |                                                                                        |        |          |            |
|---------|------------|----------------------------------------------------------------------------------------|--------|----------|------------|
| Service | 09/15/2023 | client communications                                                                  | 0.20   | \$250.00 | \$50.00    |
| Service | 09/19/2023 | client communications                                                                  | 0.60   | \$250.00 | \$150.00   |
| Service | 09/20/2023 | client communications, investigation                                                   | 2.10   | \$250.00 | \$525.00   |
| Service | 09/21/2023 | client communications, investigation, document preparation and editing                 | 5.20   | \$250.00 | \$1,300.00 |
| Service | 09/22/2023 | client communications, document preparation and editing, investigation, legal research | 5.50   | \$250.00 | \$1,375.00 |
| Service | 09/23/2023 | client communications, investigation                                                   | 0.90   | \$250.00 | \$225.00   |
| Service | 09/24/2023 | client communications, investigation                                                   | 0.50   | \$250.00 | \$125.00   |
| Service | 09/25/2023 | client communications, research, investigation                                         | 0.70   | \$250.00 | \$175.00   |
| Service | 09/26/2023 | travel, document review, investigation, client meeting, document drafting              | 9.00   | \$250.00 | \$2,250.00 |
| Expense | 09/26/2023 | mileage                                                                                | 238.00 | \$0.655  | \$155.89   |
| Expense | 09/27/2023 | travel related expenses                                                                | 1.00   | \$28.59  | \$28.59    |
| Service | 09/27/2023 | investigation, research, client communications                                         | 1.80   | \$250.00 | \$450.00   |
| Service | 09/28/2023 | correspondence, investigation, research, client communications                         | 3.70   | \$250.00 | \$925.00   |
| Service | 09/30/2023 | draft documents, communications, client communications                                 | 6.90   | \$250.00 | \$1,725.00 |
| Service | 09/30/2023 | document drafting, client communication                                                | 0.80   | \$250.00 | \$200.00   |
| Service | 10/01/2023 | client communications, document review, drafting, final                                | 1.80   | \$250.00 | \$450.00   |
| Service | 10/02/2023 | augmentation matter, client communications, research, investigation, correspondence    | 5.10   | \$250.00 | \$1,275.00 |
| Service | 10/03/2023 | augmentation, meeting preparation, client communications, document drafting            | 5.10   | \$250.00 | \$1,275.00 |
| Expense | 10/04/2023 | travel related expenses                                                                | 1.00   | \$22.99  | \$22.99    |
| Service | 10/04/2023 | travel, meetings, document drafting, client communications, research                   | 7.90   | \$250.00 | \$1,975.00 |
| Expense | 10/05/2023 | mileage                                                                                | 180.00 | \$0.655  | \$117.90   |
| Service | 10/05/2023 | client communications, document review and drafting, legal research, investigations    | 4.50   | \$250.00 | \$1,125.00 |
| Service | 10/06/2023 | research, investigation, client communications, document review and drafting           | 2.80   | \$250.00 | \$700.00   |
| Service | 10/07/2023 | client communications, document drafting                                               | 1.80   | \$250.00 | \$450.00   |
| Service | 10/08/2023 | client communications, document preparation, hearing                                   | 3.30   | \$250.00 | \$825.00   |



## Law Office of Richard Hodsdon

2435 White Pine Way  
Stillwater, MN 55082

## INVOICE

Invoice # 47  
Date: 02/12/2024  
Due On: 03/13/2024

Sheriff Travis Hakes  
32 East Spruce Street  
Chippewa Falls, Wisconsin 54729

00025-Hakes

### Alleged Sexual Harassment

| Type    | Date       | Notes                                           | Quantity | Rate     | Total      |
|---------|------------|-------------------------------------------------|----------|----------|------------|
| Service | 01/03/2024 | client communications                           | 0.20     | \$250.00 | \$50.00    |
| Service | 01/04/2024 | client communications                           | 0.40     | \$250.00 | \$100.00   |
| Service | 01/05/2024 | client communications, correspondence           | 1.30     | \$250.00 | \$325.00   |
| Service | 01/06/2024 | client communications, draft and send documents | 2.30     | \$250.00 | \$575.00   |
| Service | 01/08/2024 | client communications, documents                | 0.70     | \$250.00 | \$175.00   |
| Service | 01/09/2024 | client communications, board meeting review     | 0.40     | \$250.00 | \$100.00   |
| Service | 01/10/2024 | client communications, document review          | 0.40     | \$250.00 | \$100.00   |
| Service | 01/11/2024 | client communications                           | 0.20     | \$250.00 | \$50.00    |
| Total   |            |                                                 |          |          | \$1,475.00 |

### Detailed Statement of Account

#### Other Invoices

| Invoice Number | Due On     | Amount Due  | Payments Received | Balance Due |
|----------------|------------|-------------|-------------------|-------------|
| 27             | 11/08/2023 | \$21,025.37 | \$0.00            | \$21,025.37 |
| 38             | 01/31/2024 | \$4,653.00  | \$0.00            | \$4,653.00  |
| 58             | 06/14/2024 | \$600.00    | \$0.00            | \$600.00    |

Invoice # 47 - 03/13/2024

## Current Invoice

| Invoice Number           | Due On     | Amount Due | Payments Received | Balance Due |
|--------------------------|------------|------------|-------------------|-------------|
| 47                       | 03/13/2024 | \$1,475.00 | \$0.00            | \$1,475.00  |
| Outstanding Balance      |            |            |                   | \$27,753.37 |
| Total Amount Outstanding |            |            |                   | \$27,753.37 |

Please make all amounts payable to: Law Office of Richard Hodsdon

Please pay within 30 days.



## Law Office of Richard Hodsdon

2435 White Pine Way  
Stillwater, MN 55082

## INVOICE

Invoice # 47  
Date: 02/12/2024  
Due On: 03/13/2024

Sheriff Travis Hakes  
32 East Spruce Street  
Chippewa Falls, Wisconsin 54729

00025-Hakes

### Alleged Sexual Harassment

| Type    | Date       | Notes                                           | Quantity | Rate     | Total      |
|---------|------------|-------------------------------------------------|----------|----------|------------|
| Service | 01/03/2024 | client communications                           | 0.20     | \$250.00 | \$50.00    |
| Service | 01/04/2024 | client communications                           | 0.40     | \$250.00 | \$100.00   |
| Service | 01/05/2024 | client communications, correspondence           | 1.30     | \$250.00 | \$325.00   |
| Service | 01/06/2024 | client communications, draft and send documents | 2.30     | \$250.00 | \$575.00   |
| Service | 01/08/2024 | client communications, documents                | 0.70     | \$250.00 | \$175.00   |
| Service | 01/09/2024 | client communications, board meeting review     | 0.40     | \$250.00 | \$100.00   |
| Service | 01/10/2024 | client communications, document review          | 0.40     | \$250.00 | \$100.00   |
| Service | 01/11/2024 | client communications                           | 0.20     | \$250.00 | \$50.00    |
| Total   |            |                                                 |          |          | \$1,475.00 |

### Detailed Statement of Account

#### Other Invoices

| Invoice Number | Due On     | Amount Due  | Payments Received | Balance Due |
|----------------|------------|-------------|-------------------|-------------|
| 27             | 11/08/2023 | \$21,025.37 | \$0.00            | \$21,025.37 |
| 38             | 01/31/2024 | \$4,653.00  | \$0.00            | \$4,653.00  |
| 58             | 06/14/2024 | \$600.00    | \$0.00            | \$600.00    |

## Law Office of Richard Hodsdon

## INVOICE

2435 White Pine Way  
Stillwater, MN 55082

Invoice # 38  
Date: 01/01/2024  
Due On: 01/31/2024

Sheriff Travis Hakes  
32 East Spruce Street  
Chippewa Falls, Wisconsin 54729

00025-Hakes

## Alleged Sexual Harassment

| Type    | Date       | Notes                                                                        | Quantity | Rate     | Total      |
|---------|------------|------------------------------------------------------------------------------|----------|----------|------------|
| Service | 10/10/2023 | travel, board meeting, preparation, client communications, document drafting | 8.10     | \$250.00 | \$2,025.00 |
| Expense | 10/10/2023 | mileage: board meeting                                                       | 203.00   | \$1.00   | \$203.00   |
| Service | 10/11/2023 | client communications                                                        | 0.30     | \$250.00 | \$75.00    |
| Service | 10/12/2023 | client communications, research                                              | 0.30     | \$250.00 | \$75.00    |
| Service | 10/13/2023 | Client communications, investigation, records review                         | 0.70     | \$250.00 | \$175.00   |
| Service | 10/14/2023 | client communications, counsel communications, letters                       | 0.50     | \$250.00 | \$125.00   |
| Service | 10/24/2023 | client communications, document drafting                                     | 0.60     | \$250.00 | \$150.00   |
| Service | 10/26/2023 | client communications                                                        | 0.30     | \$250.00 | \$75.00    |
| Service | 10/30/2023 | draft and edit documents, client communications                              | 0.70     | \$250.00 | \$175.00   |
| Service | 10/31/2023 | client communications                                                        | 0.20     | \$250.00 | \$50.00    |
| Service | 11/06/2023 | correspondence, client communication                                         | 0.40     | \$250.00 | \$100.00   |
| Service | 11/07/2023 | client communications                                                        | 0.40     | \$250.00 | \$100.00   |
| Service | 11/24/2023 | client communications                                                        | 0.10     | \$250.00 | \$25.00    |
| Service | 12/13/2023 | client communications                                                        | 0.50     | \$250.00 | \$125.00   |
| Service | 12/17/2023 | client communications                                                        | 0.20     | \$250.00 | \$50.00    |
| Service | 12/18/2023 | correspondence review, client communications                                 | 0.50     | \$250.00 | \$125.00   |
| Service | 12/19/2023 | document review, client communications                                       | 0.20     | \$250.00 | \$50.00    |
| Service | 12/22/2023 | client communications, documents                                             | 0.30     | \$250.00 | \$75.00    |
| Service | 12/23/2023 | client communications                                                        | 0.30     | \$250.00 | \$75.00    |



Invoice # 38 - 01/01/2024

|         |            |                                                                   |      |              |                   |
|---------|------------|-------------------------------------------------------------------|------|--------------|-------------------|
| Service | 12/26/2023 | client communication, document review                             | 0.60 | \$250.00     | \$150.00          |
| Service | 12/27/2023 | client communication, document review                             | 0.90 | \$250.00     | \$225.00          |
| Service | 12/27/2023 | client communications, document review and edits                  | 0.70 | \$250.00     | \$175.00          |
| Service | 12/29/2023 | client communications, attorney correspondence, document drafting | 1.00 | \$250.00     | \$250.00          |
|         |            |                                                                   |      | <b>Total</b> | <b>\$4,653.00</b> |

## Detailed Statement of Account

## Other Invoices

| Invoice Number | Due On     | Amount Due  | Payments Received | Balance Due |
|----------------|------------|-------------|-------------------|-------------|
| 27             | 11/08/2023 | \$21,025.37 | \$0.00            | \$21,025.37 |
| 47             | 03/13/2024 | \$1,475.00  | \$0.00            | \$1,475.00  |
| 58             | 06/14/2024 | \$600.00    | \$0.00            | \$600.00    |

## Current Invoice

| Invoice Number           | Due On     | Amount Due | Payments Received | Balance Due |
|--------------------------|------------|------------|-------------------|-------------|
| 38                       | 01/31/2024 | \$4,653.00 | \$0.00            | \$4,653.00  |
| Outstanding Balance      |            |            |                   | \$27,753.37 |
| Total Amount Outstanding |            |            |                   | \$27,753.37 |

Please make all amounts payable to: Law Office of Richard Hodsdon

Please pay within 30 days.



## Law Office of Richard Hodsdon

2435 White Pine Way  
Stillwater, MN 55082

## INVOICE

Invoice # 58  
Date: 05/15/2024  
Due On: 06/14/2024

Sheriff Travis Hakes  
32 East Spruce Street  
Chippewa Falls, Wisconsin 54729

00025-Hakes

### Alleged Sexual Harassment

| Type    | Date       | Notes                                  | Quantity | Rate         | Total           |
|---------|------------|----------------------------------------|----------|--------------|-----------------|
| Service | 02/21/2024 | client communications, document review | 0.50     | \$250.00     | \$125.00        |
| Service | 02/21/2024 | client communications, document review | 0.40     | \$250.00     | \$100.00        |
| Service | 02/23/2024 | client communications                  | 0.40     | \$250.00     | \$100.00        |
| Service | 02/29/2024 | edit documents, client communications  | 0.40     | \$250.00     | \$100.00        |
| Service | 03/26/2024 | client communications                  | 0.30     | \$250.00     | \$75.00         |
| Service | 03/27/2024 | edit document, client communications   | 0.40     | \$250.00     | \$100.00        |
|         |            |                                        |          | <b>Total</b> | <b>\$600.00</b> |

### Detailed Statement of Account

#### Other Invoices

| Invoice Number | Due On     | Amount Due  | Payments Received | Balance Due |
|----------------|------------|-------------|-------------------|-------------|
| 27             | 11/08/2023 | \$21,025.37 | \$0.00            | \$21,025.37 |
| 38             | 01/31/2024 | \$4,653.00  | \$0.00            | \$4,653.00  |
| 47             | 03/13/2024 | \$1,475.00  | \$0.00            | \$1,475.00  |

#### Current Invoice

| Invoice Number | Due On     | Amount Due | Payments Received | Balance Due |
|----------------|------------|------------|-------------------|-------------|
| 58             | 06/14/2024 | \$600.00   | \$0.00            | \$600.00    |



Invoice # 58 - 05/15/2024

|                          |             |
|--------------------------|-------------|
| Outstanding Balance      | \$27,753.37 |
| Total Amount Outstanding | \$27,753.37 |

Please make all amounts payable to: Law Office of Richard Hodsdon

Please pay within 30 days.



Deborah Blevins  
711 N Bridge Street  
Chippewa Falls, Wisconsin 54729

September 23, 2024

RE:     Claimant:             Richard Hodsdon  
         Our Claim No.:        GLCC00003401  
         Our Insured:           Chippewa County  
         Date of Loss:          7/6/2023

Dear Deborah ,

We have received the above-referenced claim on 6/12/2024 . After a thorough examination of the information regarding request for payment of attorney fees. It has been determined that Chippewa County has no liability for this claim. The County did not directly engage the attorney for services. Please issue formal disallowance and provide a copy of this disallowance to WMMIC.

This claim will be closed on the date of receipt of the disallowance.

A copy of this letter has been placed in the claim file for reference. If you should have any further questions, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Jacqueline Kaul", is written above the typed name and title.

Jacqueline Kaul, AINS, AIC, ACP, CLMP  
Director of Operations  
Wisconsin Municipal Mutual Insurance Company  
(608) 229-6819  
jkaul@wmmic.com



## Process for Handling Claims Against the County

### WMMIC – Wisconsin Municipal Mutual Insurance Company

- Chippewa County is part owner of the insurance company, Wisconsin Municipal Mutual Insurance Company (WMMIC), which provides liability protection to the county. This includes general liability, auto and public official's errors and omissions coverage along with actions such as employment practices, auto accidents, law enforcement liability, ministerial and discretionary acts completed by our employees and elected officials.
- Chippewa County has been a founding member since WMMIC was formed in 1988.

### Deborah Blevins – Corporation Counsel Legal Assistant

- In addition to general duties with the Corporation Counsel office, Blevins manages the liability insurance for Chippewa County.
- Since 2019, Blevins serves as Chippewa County's official representative with WMMIC and serves as a member of the WMMIC Claims Committee.
  - Attends WMMIC's quarterly meetings and yearly board meetings.
    - At the quarterly meetings, all members are present for each committee meeting (Claims, Underwriting, Finance, and Board of Directors), thereby affording everyone a clear understanding of what is happening within WMMIC.
- Processes and administers all claims (personal injury, vehicle, volunteer, etc.) for County (except workers comp)
- Drafts/Presents resolutions for allowance/disallowance of claims to Executive Committee and County Board
- Works with insurance carriers to recover funds for damages caused by third parties (prepare small claims actions).

### Chippewa County Ordinance

Ordinance Sec 2-60(l)(3) Meetings of the County Board:

- Payment of claim against county. The Executive Committee is authorized to settle claims not to exceed \$10,000 as provided in Wis. Stats. §59.52(12)(a). The Corporation Counsel is authorized to settle claims not to exceed \$500 as provided for in Wis. Stats. §59.52(12)(b). When any claim against the county is allowed by the Board, it shall be the duty of the clerk to prepare a warrant or order on the treasurer for payment of the claim, such warrant or order to be signed by the clerk and countersigned by the Administrator.

### Resolutions to Allow or Disallow a Claim

- When claims are brought to the Executive Committee/County Board for allowance or disallowance, the matter has been thoroughly investigated by Blevins and the WMMIC Claim Representative. Discussions on the matter have taken place and relevant state statutes have been reviewed with regard to liability, if any, for the County.
- Notice of claims are presented to the County Clerk who then forwards them to Blevins. From there Blevins enters the claim into the system for the insurance company who then assigns an adjuster. WMMIC will then research it and provide a recommendation.
- If the County Board approves disallowing a claim, that simply limits the amount of time the claimant has to file a lawsuit, it does not otherwise prohibit the claimant from filing a lawsuit. The timeline for filing a lawsuit reduces from the time allowed under the applicable statute of limitations for the particular claim down to 6 months.

### Risk/Consequences of Not Following WMMIC's Recommendation

If Chippewa County does not follow the recommendations of the Wisconsin Municipal Mutual Insurance Company (WMMIC), several concerns could arise:

- **Increased Financial Exposure:** Failure to comply with WMMIC's recommendations may leave the county vulnerable to costly lawsuits and liability claims. This could significantly increase the county's financial burden, as WMMIC may not cover claims if the county is found to have neglected risk management advice.
- **Loss of Liability Coverage:** If Chippewa County repeatedly ignores WMMIC's advice, there is a risk that the county could lose its coverage or face higher premiums, affecting its ability to secure adequate insurance in the future.
- **Potential Legal Consequences:** Ignoring WMMIC's guidance could result in non-compliance with state laws or regulations, exposing the county to legal penalties or sanctions.
- **Strain on County Resources:** Without proper coverage or by facing more claims, the county's resources could be diverted away from other important services to handle litigation or pay for damages out of pocket.

It is essential that Chippewa County maintain alignment with WMMIC's recommendations to mitigate these risks and protect both the county and its employees.



**Department of Administration  
Corporation Counsel Division**

Todd A. Pauls, Corporation Counsel  
James B. Sherman, Deputy Corporation Counsel  
Brady J. Seidlitz, Deputy Corporation Counsel  
Deborah A. Blevins, Corporation Counsel Legal Assistant



6.3.d

**NOTICE OF DISALLOWANCE OF CLAIM**

October 9, 2024

**Sent Certified Return Receipt**

Attorney Richard Hodsdon  
2435 White Pine Way  
Stillwater, MN 55082

Re: **Chippewa County File #: GLCC00003401**  
**Date Claim Filed: June 12, 2024**  
**Claimant: Attorney Richard Hodsdon**  
**Amount: \$27,753.37**

Dear Attorney Hodsdon:

PLEASE TAKE NOTICE that, pursuant to §893.80(1g) of the Wisconsin Statutes, you are hereby notified that your Notice of Claim against the County of Chippewa and its officers, officials, agents, or employees dated Wednesday, June 12, 2024, has been disallowed by the Chippewa County Board of Supervisors per Wis. Stats. §59.52(12), effective October 8, 2024.

TAKE FURTHER NOTICE that pursuant to §893.80, no action on your claim against the County of Chippewa or any of its officers, agents, officials, or employees may be brought after six (6) months from the date of service of this notice.

Sincerely,

Todd A. Pauls  
Corporation Counsel  
Chippewa County, Wisconsin

TAP/dab

cc: Sara Veith, WMMIC  
Jaclyn Sadler, Chippewa County Clerk

**Jaclyn Sadler**

711 N. Bridge Street, Room 109  
Chippewa Falls, WI 54729  
Phone 715.726.7985  
FAX 715.726.7987

**CHIPPEWA COUNTY**

Est. 1848



WISCONSIN

**Amanda Richardson**

715.726.7980

**Lisa Merrell**

715.726.7982

## Certificate of Adoption

State of Wisconsin )

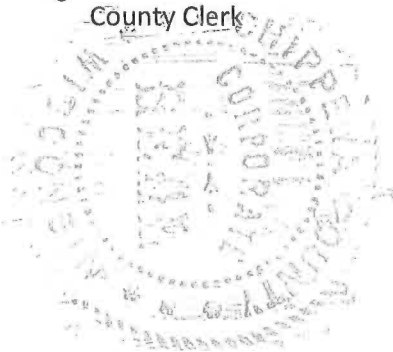
) ss.

Office of County Clerk

County of Chippewa )

I, Jaclyn J. Sadler, the County Clerk of Chippewa County, Wisconsin, do certify that the attached resolution was adopted by the Chippewa County Board of Supervisors on October 8, 2024.

Jaclyn J. Sadler  
County Clerk



**STATEMENT OF EXPLANATION**

Resolution No. 42 - 24

**RES. 42-24: RESOLUTION TO DISALLOW CLAIM OF RICHARD HODSDON  
- TODD PAULS AND JIM SHERMAN**

Attorney Richard Hodsdon filed a formal notice of claim dated June 12, 2024 against the County pursuant to Wisconsin Statute § 893.80. Attorney Hodsdon's notice of claim was received by the Chippewa County Clerk on June 13, 2024. Attorney Hodsdon is claiming that the County has legal and contractual obligations to tender payment for legal services in the amount of \$27,753.37 that Attorney Hodsdon rendered for and on behalf of his client, Sheriff Travis Hakes. The legal services were provided in connection with an investigation conducted by the County into a complaint filed with the County by an employee in the Sheriff's Department raising workplace concerns pursuant to Chapter 7, Section 69 of the Chippewa County Human Resources Policy Manual regarding conduct of the Sheriff.

After review by the County's liability insurance company (WMMIC), it is WMMIC's recommendation that the County formally deny the claim. This resolution denies the claim and provides notice to Attorney Richard Hodsdon of this denial as required by Wis. Stat. § 893.80. In addition, it was also the recommendation of the County's outside counsel that the Sheriff's legal fees not be paid by the County.

## Resolution No. 42 - 24

**RES. 42-24: RESOLUTION TO DISALLOW CLAIM OF RICHARD HODSDON - TODD PAULS AND  
JIM SHERMAN**

WHEREAS, a Notice of Claim from Attorney Richard Hodsdon was filed on June 13, 2024 with the Chippewa County Clerk's Office; and

WHEREAS, the Notice of Claim states that Attorney Richard Hodsdon is claiming that the County has legal and contractual obligations to tender payment for legal services in the amount of \$27,753.37 that Attorney Hodsdon rendered for and on behalf of his client, Sheriff Travis Hakes; and

WHEREAS, Attorney Hodsdon was retained by Sheriff Hakes to represent him in connection with an investigation conducted by the County into a complaint filed with the County by an employee regarding conduct of the Sheriff, which raised workplace concerns pursuant to Chapter 7, Section 69 of the Chippewa County Human Resources Policy Manual; and

WHEREAS, after review of this claim with the County's liability insurance company, Wisconsin Mutual Municipal Insurance Company (WMMIC), it is WMMIC's recommendation that the claim be denied;

NOW, THEREFORE BE IT RESOLVED, that the Chippewa County Board of Supervisors does hereby deny the claim of Attorney Richard Hodsdon, and no action on this claim may be brought against Chippewa County or any of its offices, officials, agents or employees after six months from the date of service of this notice, pursuant to Wis. Stat. § 893.80; and

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the claimant by certified mail, return receipt requested, as Notice of Disallowance.

Forwarded to the County Board by the Executive Committee.

**FINANCIAL IMPACT:**

There is no fiscal impact to Chippewa County by passage of this resolution.

**10/8/2024 County Board**  
**RESULT: APPROVED [14 TO 6]**  
**MOVER:** Kari Ives, District 21  
**SECONDER:** Charles Bomar, District 12  
**AYES:** Hull, Mueller, Flater, Guthman, Gehring, Kirby, Bergeron, Ericksen, Peterson, Bomar, Kempe, Rohmeyer, Flynn, Ives  
**NAYS:** Shoebridge, Goettl, Seidlitz, Lotts, Roshell, Kelly  
**ABSENT:** Lee Hennick

History:  
 10/01/24 Executive Committee FORWARD TO COUNTY BOARD

Approved as to Form:

*Todd A. Pauls*

Todd A. Pauls, Corporation Counsel

9/19/2024

*Lori Zwiefelhofer*

Lori Zwiefelhofer, Finance Director

9/19/2024

*Randy B. Scholz*

Randy B. Scholz, County Administrator

9/19/2024

**STATEMENT OF EXPLANATION**

Resolution No. 26 - 25

**RES. 26-25: RESOLUTION TO APPROVE A MID-YEAR REQUEST TO  
CREATE A FULL-TIME BUILDING INSPECTOR POSITION IN THE  
DEPARTMENT OF PLANNING AND ZONING - DOUG CLARY**

1 Prior to 2015, Chippewa County contracted with independent inspectors to perform  
2 Uniform Dwelling Code (UDC) plan reviews and inspections, while administration and  
3 enforcement of the UDC were performed by the Department of Planning and Zoning  
4 (Department). Due to limitations placed on the ability to adequately supervise independent  
5 contractors, it was believed to be in the best interest of Chippewa County to create a Building  
6 Inspector position within the Department to be responsible for the UDC program. Thus, on  
7 January 13, 2015, the Chippewa County Board of Supervisors approved Resolution 02-15, which  
8 created a Building Inspector position within the Department. The Building Inspector position  
9 has improved the overall functionality of the UDC program and provides the citizens of the  
10 county with a local contact to ask questions and get answers and appropriate information  
11 regarding proper building code compliance.

12 Approval of this resolution will create an additional full-time Building Inspector position  
13 within the Department of Planning and Zoning for Chippewa County's UDC program. Chippewa  
14 County currently provides differing levels of UDC administration and enforcement to 22 towns,  
15 3 villages and 3 cities. As a note, the Town of Howard contracts with an independent inspector  
16 and the Cities of Chippewa Falls and Eau Claire have full-time building inspectors who perform  
17 UDC administration and enforcement.

18 The full-time Building Inspector position will be funded by building inspection fees and  
19 will require an increase to the Department of Planning & Zoning Schedule of Fees for UDC  
20 inspections effective January 1, 2026. The fees were initially set in 2015, with a small increase  
21 occurring in 2018.

22



## Resolution No. 26 - 25

**RES. 26-25: RESOLUTION TO APPROVE A MID-YEAR REQUEST TO CREATE A FULL-TIME  
BUILDING INSPECTOR POSITION IN THE DEPARTMENT OF PLANNING AND ZONING - DOUG  
CLARY**

WHEREAS, the State of Wisconsin enacted legislation in 1980 requiring Uniform Dwelling Code (UDC) inspections on one & two-family dwellings in municipalities with a population over 2,500 people; and

WHEREAS, in 2003, Wisconsin Act 295 was adopted and required the enforcement of the UDC to begin on January 1<sup>st</sup>, 2005 in all municipalities and towns; and

WHEREAS, municipalities may adopt their own UDC ordinance for local enforcement of the UDC or they may delegate enforcement to their respective county, if the county is willing to accept enforcement and has adopted a county-wide UDC ordinance; and

WHEREAS, if a municipality takes no action, the Safety & Buildings Division of the Wisconsin Department of Safety and Professional Services will administer and enforce the UDC for new homes in that respective municipality or delegate enforcement authority to those counties that have adopted a UDC ordinance; and

WHEREAS, due to limitations placed on the ability of the Department of Planning and Zoning to supervise independent contractors, it was believed to be in the best interest of Chippewa County to create a Building Inspector position within the Department to be responsible for UDC administration and enforcement; and

WHEREAS, on January 13, 2015, the Chippewa County Board of Supervisors approved Resolution 02-15, which created a Building Inspector position within the Department; and

WHEREAS, the Building Inspector position has improved the overall functionality of the County's UDC program and also provides the citizens of the county with a local contact to ask questions and get answers and appropriate information regarding proper building code compliance; and

WHEREAS, the Department's Building Inspector position provides differing levels of UDC administration and enforcement to 22 towns, 3 villages and 3 cities; and

WHEREAS, the Department has determined that an additional Building Inspector position is needed to assist with UDC inspections; and

WHEREAS, the Building Inspector position would be funded solely by building inspection fees, which will require an increase to the UDC schedule of fees for the Department effective January 1, 2026, and the Planning & Zoning Committee will be considering a new fee schedule at their June 2025 meeting pending County Board approval; and

WHEREAS, the Planning & Zoning Committee and the Executive Committee have reviewed and recommend the creation of a Building Inspector position in the Department of Planning & Zoning;

NOW, THEREFORE BE IT RESOLVED, that an additional full-time Building Inspector position for Chippewa County is hereby created in the Department of Planning & Zoning effective immediately and under the direction of the Department Director; and

BE IT FURTHER RESOLVED, that the Building Inspector position shall be funded solely by building inspection fees, which will require an increase to the UDC schedule of fees for the Department effective January 1, 2026; and

BE IT FURTHER RESOLVED, that this Building Inspector position is to be eliminated by the County Administrator in the budget process should applicable fees not be sufficient to cover the expenses of the position.

Forwarded to the County Board by the Executive Committee.

**FINANCIAL IMPACT:**

2025 Estimated Total: \$43,343 (Estimated start date of August 18, 2025):

|    |                   |           |
|----|-------------------|-----------|
| 1. | Wages:            | \$ 27,256 |
| 2. | Fringe Benefits:  | \$ 5,179  |
| 3. | Health Insurance: | \$ 8,408  |
| 4. | Other Costs:      | \$ 2,500  |

2026 Estimated Total: \$118,418 (Estimated 3% increase in wages):

|    |                   |           |
|----|-------------------|-----------|
| 1. | Wages:            | \$ 73,272 |
| 2. | Fringe Benefits:  | \$ 13,922 |
| 3. | Health Insurance: | \$ 25,224 |
| 4. | Other Costs:      | \$ 6,000  |

NOTE: The UDC Program and Building Inspector positions are funded through user fees, so there will be no tax levy impact.

**07/1/2025 Executive Committee**

**RESULT: FORWARD TO COUNTY BOARD [4 TO 1]      Next: 7/8/2025 6:00 PM**

**MOVER:** Jason Bergeron, District 7, Vice-Chair

**SECONDER:** Peter Gehring, District 4

**AYES:** Chuck Hull, Jason Bergeron, Peter Gehring, Charles Bomar

**NAYS:** Joel Seidlitz

History:

06/19/25      Planning & Zoning Committee      RECOMMENDED FOR APPROVAL

Approved as to Form:

*Todd A. Pauls*

Todd A. Pauls, Corporation Counsel

6/10/2025

*Andy J. Albarado*

Andy J. Albarado, County Administrator

6/10/2025



# CHIPPEWA COUNTY

## Department of Administration

### Personnel Administration Change (PAC) Form

Action Requested: ☒ New Position ☐ Fill Vacancy ☐ Other (ex: increased hours)

Department: Planning & Zoning

Division: UDC Inspections

Current Job Description Title: \_\_\_\_\_ Anticipated Start Date: July 1, 2025 8/4/25 or 8/18/25

Proposed Job Description Title: (if different) Building Inspector

Direct Supervisor: Douglas Clay, Director of Planning & Zoning

Current/Past Employee Name (blank if new position): \_\_\_\_\_ No. of Years Served in Position: \_\_\_\_\_

Current Status: ☐ FT ☐ PT ☐ LTE/Seasonal ☐ LTE/Annual ☐ Paid Intern ☐ Unpaid Intern ☐ Volunteer ☐ Other

Proposed Status: ☒ FT ☐ PT ☐ LTE/Seasonal ☐ LTE/Annual ☐ Paid Intern ☐ Unpaid Intern ☐ Volunteer ☐ Other

Reason for vacancy or new position (if due to vacancy - please indicate the last day of work for the employee in the position):

The current building inspector will be retiring sometime around August of 2025. To make sure the program survives; I would like to create another building inspector position that will overlap with the last several months of Fred's time: (1) The overlap would be paid for via permit fees as the program receives no tax levy. (2) I would also be seeking to have two (2) building inspector positions on staff. By having two building inspectors, the program would have adequate back-up when either position is away from work. The funding for the additional position would come from a nominal increase to the existing fee schedule.

Bargaining Unit: ☐ WPPA-Patrol Officers/Investigators ☐ Non-Represented

FLSA Status: ☒ Exempt ☐ Non-Exempt

Is the position mandated? ☐ Yes ☒ No

If yes, provide statute, regulation, etc.

Position Justification Description (Why is the position needed?):

(a) The UDC program provides for the permitting and inspections of new homes and additions to existing homes built after 1979 throughout Chippewa County. (b) This program is 100% funded through the fees we charge to those seeking/requiring the permits. (c) The City of Chippewa Falls, City of Eau Claire, Village of New Auburn and the Town of Howard are only municipalities and town, respectively, that provide for their own UDC permitting and enforcement program within Chippewa County. (d) Chippewa County adopted a Building Code in the mid-1990's. Since that time, the program has morphed approximately 3 times, which created inconsistencies with the administration and enforcement of the program. (e) Chippewa County contracted with private individuals for the services until 2015, at which point, we created a Building Inspector position within the Department.

Measurement of Job Performance (e.g. clients, caseload, work output, etc.)

(1) Number of permits for new housing and additions.

(2) Inspections needed for projects.

(3) Inspections are on-demand and can take the inspector from one-end of the county to the other and then in between. The amount of miles that we put on a truck in a year is tremendous. The coordination between two inspectors should allow for better response time and less time in transit between inspections.

Attachment: PAC Form for Building Inspector 06-09-2025 (26 - 25 : Resolution To Create a Full-Time Building Inspector Position In Zoning -

Are there opportunities to consolidate, eliminate and/or outsource the job responsibilities?

☒ Yes ☐ No

Please explain:

1. Opt out of the program, which would leave the program in the hands of the local municipalities or towns.
2. Contract with an outside agency/individual to provide for the services.
3. Out-side-the-Box Thinking: Coordinate with the State of Wisconsin for a localized approach to the UDC inspections. An example would be a self-certification process for a qualified contractor/installer (electrician, plumber, etc). The permitting and submittal of the required documentation would still be organized through this department (i.e: the record-holder), yet the day-to-day inspections could be handled by that qualified contractor/installer. Thus, as home-contractor, if you hire a qualified electrician or plumber, there are no inspections.

Is this a new position? ☒ Yes ☐ No

Would its creation cause the future elimination of another position? ☐ Yes ☒ No

If yes, please explain:

For new positions, are there alternatives to the services that this individual would provide (temporary help, part-time vs. full-time, help from other county departments, use of overtime, eliminating unnecessary work)? ☐ Yes ☒ No

Please explain:

No, because the inspections are on-demand and no other county department has jurisdiction for UDC inspections. We have 48 hours to respond to an inspection request. This does not include all of the follow-up letters and possible enforcement actions that we need to address.

**PLEASE ANSWER BOTH QUESTIONS** (for WRS & ACA purposes)

In the first twelve months from the new position or refill position start date:

Do you intend to work this position 600 or more hours? ☒ Yes ☐ No

Do you intend to work this position 1200 or more hours? ☒ Yes ☐ No

Requested Annual Hours: ☒ 2088 ☐ 1500 ☐ 1044 ☐ 975 ☐ Other: \_\_\_\_\_

Description of Anticipated Work Schedule Variable: 10hrs/4 days per week; 9 hrs/4 days a week and 4 hours on Fridays

(i.e. 8 hrs/5 days per week, 10hrs/4 days per week, 9 hrs/4 days a week and 4 hours on Fridays)

What are the consequences or impact of **not** filling this position?

Short-term Effects: Consistency is the best for any program. With Fred's proposed departure, I'll have some pretty big shoes to fill. The coordination, administration and enforcement of the UDC program is best handled through this department - by government - with in-house staff. Absence in-house staff (i.e: outside consultant), the enforcement measures, if needed, do not really occur.

Long-Term Effects: The long-term effects is really dependent on the route we choose to pursue for the UDC program. Personally, I believe coordination and having all the documents in one-location is the best approach for any state regulated program.

For new positions, is there office space available for this position? ☒ Yes ☐ No (if no, complete Office Relocation Form)

Will this require an office move/relocation? ☐ Yes ☒ No (if yes, complete Office Relocation Form)

How does this position fit into the long-range and strategic plans of the Department and/or the County?

Mission Statement: The Department of Planning & Zoning shall strive to protect and promote the health, safety and general welfare of all property owners and to protect the environment and physical and natural resources through the application of professional planning practices, the advancement of a county-wide Geographical Information System (GIS), the professional administration and equitable enforcement of all Chippewa County, State and Federal land use codes and ordinances.

As I mentioned above, there are only 4 communities that provide for their own UDC administration and enforcement. I have been able to collaborate with 22 towns, 3 villages and 3 cities to achieve cost savings and a consolidated approach to the UDC inspections. I believe that we offer a cost efficient service that could not be expected via individual contractors with private firms. Along with the consolidated approach, we offer almost a one-stop shopping experience for land use permits. This allows the department to be a hub for land use and building permits.

**TOTAL FISCAL IMPACT/FUNDING SOURCES**

Will be verified by Finance Division

**2025 BUDGETED AMOUNT FOR POSITION - From 2025 Position Based Budget (PBB) Report**

$$\text{Annual Salary per PBB} + \text{Total Benefits per PBB} = \text{Total Budgeted for Position}$$

Number of Hours Budgeted for Position per 2025 PBB Report: \_\_\_\_\_

General Ledger Account Number to Charge Salary to: \_\_\_\_\_  
(If more than 1 account number please attach a separate document with the associated percentages)**2025 ANNUAL FISCAL IMPACT****Minimum Fiscal Impact**

Starting Wage/Hire (WPPA) \$31.34 of Pay Grade 15

$$\begin{array}{rcl} \$ 31.34 & \times & 2,088 \\ \text{Starting Hourly Rate} & & \text{Maximum Hours (2088, 1500, 1044 or 975)} \end{array} = \begin{array}{r} 65,437.92 \\ \text{Total Wages Minimum Impact} \end{array}$$

$$\begin{array}{rcl} 65,437.92 & + & 12,433.20 \\ \text{Total Wages Minimum Impact} & & \text{Fringe Benefits*} \\ & & \text{(Use percentage below)} \end{array} + \begin{array}{r} 25,224.00 \\ \text{Health Insurance **} \end{array} = \begin{array}{r} 103,095.12 \quad \checkmark \\ \text{Total Minimum Fiscal Impact 2025} \end{array}$$

**Control Point Fiscal Impact**

Control Point Wage (GME)/Max Step (WPPA) \$34.07 of Pay Grade 15

$$\begin{array}{rcl} \$ 34.07 & \times & 2,088 \\ \text{Control Point Hourly Rate} & & \text{Maximum Hours (2088, 1500, 1044 or 975)} \end{array} = \begin{array}{r} 71,138.16 \\ \text{Total Wages Control Point Impact} \end{array}$$

$$\begin{array}{rcl} 71,138.16 & + & 13,516.25 \\ \text{Total Wages Control Point Impact} & & \text{Fringe Benefits*} \\ & & \text{(Use percentage below)} \end{array} + \begin{array}{r} 25,224 \\ \text{Health Insurance **} \end{array} = \begin{array}{r} 109,898.41 \quad \checkmark \\ \text{Total Control Point Fiscal Impact 2025} \end{array}$$

\* Percentages to Use:      General WRS Position:      19%      Current LTE:      18%  
                                          Protective WRS Position:      27.5%      New LTE:      11.5%

\*\*Health Insurance Annual Premium:      Full Time = \$25,224      WPPA = \$24,290

**2025 OTHER COSTS**

Please define and breakdown "other" costs here:

\*\*\*"Other" includes, but is not limited to: equipment, office space, vehicle, on-call pay etc.

|                                                        |                       |
|--------------------------------------------------------|-----------------------|
| Personal equipment (tools, uniforms, safety equipment) | \$ _____              |
| Mileage and meals                                      | \$ _____              |
| Training expenses (including memberships)              | \$ _____ 500          |
| Computer equipment                                     | \$ _____ 1,500        |
| Office furniture and supplies                          | \$ _____              |
| Other operating expenses                               | \$ _____ 500          |
| Renovation/relocation costs                            | \$ _____              |
| <b>Total Other Costs</b>                               | <b>\$ _____ 2,500</b> |

Attachment: PAC Form for Building Inspector 06-09-2025 (26 - 25 : Resolution To Create a Full-Time Building Inspector Position In Zoning -



## 2025 FUNDING SOURCES

|                                                                                   |         |               |
|-----------------------------------------------------------------------------------|---------|---------------|
| <input type="checkbox"/> Federal/State (Specify) _____                            | _____ % | \$ _____      |
| <input type="checkbox"/> County Tax Levy _____                                    | _____ % | \$ _____      |
| <input checked="" type="checkbox"/> County Other (Specify) <u>UDC Permit Fees</u> | 100 %   | \$ 112,398.41 |
| <input type="checkbox"/> Grant (Specify) _____                                    | _____ % | \$ _____      |
| <input type="checkbox"/> Grant (Specify) _____                                    | _____ % | \$ _____      |
| <input type="checkbox"/> Other (Specify) _____                                    | _____ % | \$ _____      |

**TOTAL****100%****\$ 112,398.41 \***

\*Must match above total maximum fiscal impact and other costs

Will any of the listed funding sources expire during the duration of the position? ☐ Yes ☒ No  
 If yes, please indicate what sources will expire, with expiration dates:

If yes, please indicate where the funding will come from after the sources of funding have expired:

## 2025 ACTUAL YTD EXPENDED FOR POSITION – To be Completed by Finance Division

As of pay date: \_\_\_\_\_

\_\_\_\_\_ + \_\_\_\_\_ = \_\_\_\_\_  
 Wage Less Overtime Fringe Benefits Less Overtime **Total YTD Expended for Position**

Retirement/Resignation Pay out Amount: \_\_\_\_\_ Budgeted Amount: \_\_\_\_\_

**NOTE: Attach an updated organizational chart and the approved job description located on the K:drive/Human Resources. All recommended changes for consideration should be indicated with highlights and strikeouts and emailed to the Human Resources Director. Positions will not be considered absent job descriptions and org charts.**

- |                                                                                                                                                              |                                                                                                                                                                 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. <u>Douglas Clary</u> <u>05/21/2025</u><br>Department Head Recommendation Date                                                                             | 4. <u>[Signature]</u> <u>5/22/25</u><br>County Administrator Approval Date<br><input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied      |
| 2. _____<br>Human Resources Division Review Date<br><input type="checkbox"/> Recommend <input type="checkbox"/> Not Recommend                                | 5. _____<br>County Board Approval Date<br><input type="checkbox"/> Approved <input type="checkbox"/> Denied<br>Resolution No. _____<br>** New Positions Only ** |
| 3. <u>[Signature]</u> <u>5/22/25</u><br>Finance Division Review Date<br><input checked="" type="checkbox"/> Recommend <input type="checkbox"/> Not Recommend |                                                                                                                                                                 |

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**CHIPPEWA COUNTY  
JOB DESCRIPTION**

**Job Title: Building Inspector**

**FLSA: Exempt**

**Salary Grade: 15**

**Reports To: Planning & Zoning Director**

**Department: Planning & Zoning**

**Date: January 2024**

**JOB SUMMARY**

The job duties of the Building Inspector include but are not limited to research and inspection work to administer, implement and enforce Uniform Dwelling Code (UDC) regulations of Chippewa County and the State of Wisconsin. In addition, the position will assist in the uniform enforcement of land use and zoning ordinances of Chippewa County, including the issuance and inspection of zoning, erosion control and applicable building permits, monitoring compliance and investigating alleged violations.

**DUTIES AND RESPONSIBILITIES**

The duties described below are indicative of what the Building Inspector might be asked to perform. This job description is to incorporate any county ordinances created for the position of Building Inspector. This is not an exhaustive list of job responsibilities and therefore other duties may be assigned:

**Administrative Functions:**

- Performs the necessary inspections required by Chapter 101.65 and 101.76, Wisconsin State Statutes, and the rules adopted in Safety and Professional Services (SPS) Chapters 320-325, Wisconsin Administrative Code and as further authorized by Chapter 10 of the Code of General Ordinances for one and two family dwellings of Chippewa County
- Performs plan reviews to determine compliance with the UDC and other land use ordinances. Oversees review and issuance of the applicable building permits.
- Provides information and assistance to the public concerning the UDC and other county land use ordinances.
- Uses discretion in conducting ordinance enforcement actions; receives reports or complaints of potential ordinance violations; inspects alleged violation sites; documents conditions observed; judges if conditions are in compliance with applicable ordinances; issues violation notices as warranted; issues order for correction of ordinance violations; verifies accomplishment of corrections; initiates appropriate enforcement action in cases of noncompliance
- Cooperates with local units of government in the inspection of structures to determine the structural adequacy for human habitation as well as the condemnation, removal and site remediation for structures that are unfit for human habitation.
- Assists in drafting ordinance amendments for the county's land use ordinances.
- Conducts environmental inspections of property in tax deed foreclosure.
- Enhances current knowledge of zoning ordinances/codes and state and federal land use policies.
- Assists department staff in administering and enforcing the following ordinances: Shoreland Zoning, Comprehensive Zoning, Floodplain Zoning, Uniform Dwelling Building Code, Land Division, Wellhead Protection, and General Sanitation regulations for private septic systems and wells.
- Assists in preparing documents and staff reports for Planning & Zoning Committee and Board of

Adjustment meetings. Participates in committee and board meetings and proceedings.

- Serves on various committees to develop appropriate plans, conduct policy analyses and identify useable ordinance language for the implementation of goals for private septic systems and wells.
- Completes permit applications.
- Assists the general public at the front counter, and provides administrative office support when needed.
- Researches land records documents.
- Performs sanitary and well inspections when necessary.

**Community Relations Functions:**

- Maintain effective working relationships with local government officials, various county departments and other state and federal agencies, including but not limited to: WDNR, Department of Safety and Professional Services, DATCP, FEMA, NRCS and Department of Health.

**Customers:**

- General Public
- Contractors
- Attorneys
- Lenders
- Plumbers
- Electricians
- HVAC Installers
- Construction Trades
- Engineers

**Team Members:**

Department of Planning and Zoning staff

**QUALIFICATION REQUIREMENTS**

To perform this job successfully, an individual must be able to perform each duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required at the time of hire or for the continuation of employment.

**EDUCATION AND/OR EXPERIENCE:**

- Bachelor's degree in Planning, Environmental Health or related area and two (2) years of recent uniform dwelling code experience and building inspection experience required.
- OR-
- Associates degree in Planning, Environmental Health or related area and six (6) years of recent uniform dwelling code experience and building inspection experience required.
- Knowledge of zoning administration and enforcement, Wisconsin Fund Program requirements, septic construction practices and soil testing required.
- Must possess State of Wisconsin Uniform Dwelling Code (UDC) certifications in UDC-Electrical, UDC-Construction, UDC-HVAC and UDC-Plumbing.
- A valid driver's license required.

## SKILLS AND ABILITIES

- Ability to analyze data and information using established criteria, in order to determine consequences and to identify and select alternatives. Ability to compare, count, differentiate, measure and/or sort, as well as assemble, copy, record and transcribe data and information. Ability to classify, compute, tabulate, and categorize data.
- Ability to persuade, convince, and/or train others. Ability to advise and provide interpretation on how to apply policies, procedures and standards to specific situations.
- Ability to utilize a variety of advisory and design data and information such as zoning permit applications, rezoning requests, certified survey maps, subdivision plats, sanitary permits, soil test reports, well water applications, septic and holding tank maintenance reports, a variety of Department and State forms, zoning and sanitarian citations, a variety of maps, Wisconsin Statutes and Administrative Codes, soil charts, erosion control manual, County Zoning Ordinances, computer software operating manuals, construction plans and engineering manuals.
- Ability to effectively communicate orally and in writing with attorneys, certified soil testers, contractors, land developers, land owners, plumbers, realtors, surveyors, county and state land use planning agencies, Planning and Zoning Committee, Board of Adjustment, Department of Natural Resources and Department of Safety and Professional Services.
- Ability to maintain a professional demeanor when dealing with the public.
- Ability to take control of situations in a responsible manner.
- Ability to provide expert advice without formal supervisory responsibility.
- Ability to comprehend, retain and apply County, State, and Federal policies and legislation, i.e. local ordinances, procedure manuals, codes, etc.

## EQUIPMENT KNOWLEDGE REQUIRED

- Ability to operate various types of equipment – standard office equipment, computer and intermediate working knowledge of Microsoft Office software.
- Ability to use GIS, SCADA systems, CAD, and Library systems.
- Other equipment could be required.

## LANGUAGE SKILLS

- Ability to communicate effectively with other members of the staff, supervisor, and the public.
- Ability to effectively communicate in both written and verbal form.
- Ability to develop, interpret and implement local policies and procedures; written instructions, maps, plats, general correspondence; Federal, State, and local regulations; MSDS sheets, safety manuals; and warning labels.

## MATHEMATICAL SKILLS

- Ability to apply algebraic and trigonometric formulas, ability to interpret inferential statistical reports, and ability to interpret formulation and equation data.
- Ability to monitor department accounts.

### REASONING ABILITY

- Ability to respond to complaints and grievances posed by the public.
- Ability to define problems and deal with a variety of situations.
- Ability to think quickly, maintains self-control, and adapt to stressful situations.
- Ability to use functional reasoning in performing influence functions such as leading, teaching, directing and controlling.
- Ability to exercise the judgment, decisiveness and creativity required in situations involving the evaluation of information against sensory and/or judgmental criteria.

### PHYSICAL AND WORK ENVIRONMENT

The physical and work environments described are representative of those that must be met by an employee to successfully perform the functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform these functions.

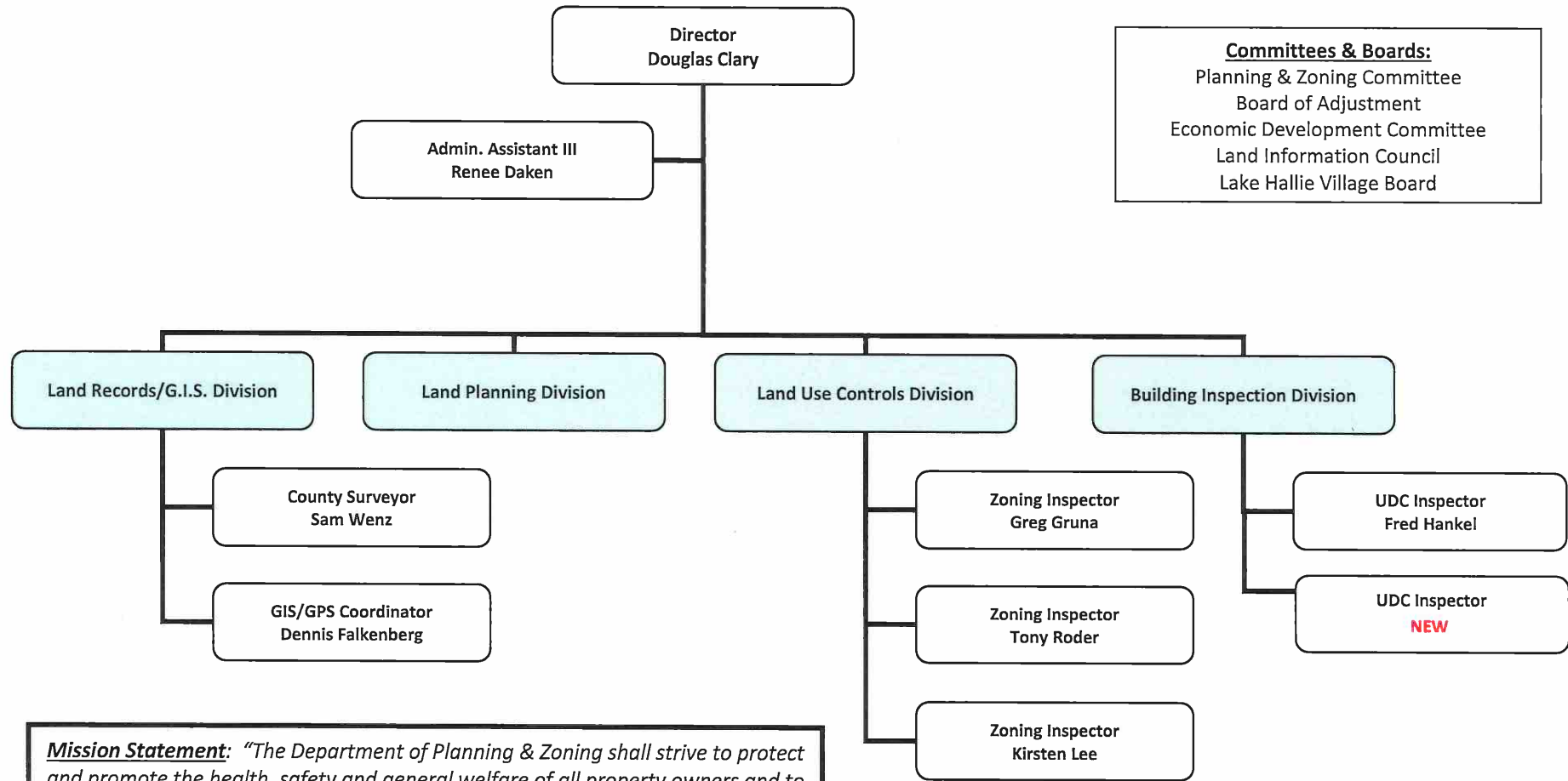
#### Physical Environment:

- The duties of this job include physical activities such as stooping, kneeling, sitting, standing, reaching, walking, lifting and/or move (up to 10 pounds), grasping, talking, hearing/listening, seeing/observing, and repetitive motions.
- Specific vision abilities required by this job include close, distance and peripheral vision; depth perception; and the ability to adjust focus.
- Ability to coordinate eyes, hands, feet and limbs in performing skilled movements such as rapid keyboard use. Ability to operate computer keyboard/typewriter, telephone, and calculator.
- Ability to maneuver and steer equipment and machinery requiring simple but continuous adjustments, such as transit and motor vehicles.
- Ability to exert moderate physical effort in sedentary to light work, typically involving some combination of climbing, balancing, stooping, kneeling, crouching and crawling, lifting, carrying, pushing, and pulling.
- Ability to recognize and identify degrees of similarities or differences between characteristics of colors, forms, sounds, odors and textures associated with job-related objects, materials and ingredients.

#### Work Environment:

- Works in both indoor and outdoor weather conditions.

# Chippewa County Department of Planning & Zoning



**Mission Statement:** "The Department of Planning & Zoning shall strive to protect and promote the health, safety and general welfare of all property owners and to protect the environment and the physical and natural resources through the application of professional planning practices, the advancement of a county-wide Geographical Information System (GIS), the professional administration and equitable enforcement of all Chippewa County land use ordinances and building codes".

Updated: May 2025





# Chippewa County Board

Chuck Hull, County Board Chair  
chull@chippewacountywi.gov

June 26, 2025

TO: County Board Supervisors

FR: Chuck Hull, County Board Chair

RE: Update on District 5 and District 20 County Board Supervisor Vacancies

## **New District 20 Supervisor (Mueller Vacancy)**

We received two applications for the District 20 vacancy from James Meinen and Chuck Nagle. I want to thank both individuals for their interest in serving the citizens of Chippewa County.

On June 19<sup>th</sup> Supervisor Bergeron, the County Administrator and I met with both applicants. I am happy to recommend the appointment of James Meinen as the new District 20 County Board Supervisor. My goal is to bring this to the July 8<sup>th</sup> County Board meeting for confirmation. James is retired and has an extensive background in the financial and healthcare industry as well as IT and project management skills. I'm confident you will agree that he will be an excellent representative for District 20.

In accordance with Ordinance Sec. 2-52 (c)(2), James will also serve the remainder of the unexpired terms on the committees indicated below.

- Facilities & Parks Committee
- Legal & Law Enforcement Committee
- Health & Human Services Board (appointed by the County Administrator)

## **District 5 Supervisor (Kirby Vacancy)**

Supervisor Kirby submitted his resignation as our District 5 Supervisor effective June 30, 2025. We advertised the position in the Chippewa Herald, Bloomer Advance, on the County website and on our Facebook pages. The deadline for applications is June 30<sup>th</sup>. At this time, we have not received any applications. My goal is to bring a recommendation to the August 12<sup>th</sup> County Board meeting for confirmation. If you know of anyone who may want to serve, please encourage them to apply.

Per Ordinance Sec. 2-52 (c)(2) the person appointed will also serve the remainder of the unexpired terms on the committees indicated below. Those recommendations will also come to the County Board for consideration and approval.

- Facilities & Parks Committee
- Legal & Law Enforcement Committee
- Health & Human Services Board (appointed by the County Administrator)
- Northern Regional Trail Advisory Committee (NoRTAC)

Sincerely,

Chuck Hull  
County Board Chair



# Department of Administration

Andy Albarado, County Administrator

June 25, 2025

TO: County Board Supervisors

FR: Andy Albarado

RE: Update on National Opioid Settlements

## Background

On 11/17/2017, Resolution No. 54-17 was passed by the County Board authorizing Chippewa 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.

Since that time, several of the Opioid Defendants have settled. Part of that process required the County Board to pass a resolution to approve the participation agreement and settlement agreement. The Chippewa County Board has approved these in the past including Resolution 54-21, Resolution 13-23, and Resolution 30-24.

## New Opioid Settlement

On Tuesday, June 24, 2025, we received notification from Crueger Dickinson LLC, of another opioid settlement from manufacturer defendant, Sandoz, Inc. This new settlement also requires the County to approve a participation agreement and settlement agreement no later than July 24, 2025.

This short notice creates a significant challenge to prepare the necessary resolution and get it to the County Board for its July 8, 2025, meeting. Several other counties are experiencing similar challenges with the timeline. In an effort to streamline the process, outside counsel is considering whether to prepare a resolution for consideration by the County Board that would delegate authority from the County Board to either the County Board Chair, County Administrator and Corporation Counsel, or some combination thereof, to agree to each settlement and execute all necessary documents if settlement is recommended by outside counsel. This would avoid the County having to bring forward a resolution every time a defendant settles, as it is anticipated that there will be several more proposed settlements from opioid defendants in the future. We are waiting for more guidance from outside counsel regarding whether the acceptance of the settlement may be delegated to the individuals mentioned rather than the full County Board.

## Action Needed

County administration will need to bring forward a resolution to the County Board as soon as possible to either accept this new settlement from Sandoz, Inc. and/or to delegate the settlement authority to the individuals mentioned, or bring forward separate resolutions for each.