

Amendment One to the OneWyo Opioid Settlement Memorandum of Agreement

1. **Parties.** This Amendment is made and entered into by and between the State of Wyoming, through its Attorney General, and all Participating Local Governments.
2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the OneWyo Opioid Settlement Memorandum of Agreement (MOA) between the Parties. The purpose of this Amendment is to modify the application of the MOA and to remove certain provisions.
3. **Term of the Amendment.** This Amendment shall become effective fourteen (14) days after the Attorney General provides notice to the Participating Local Governments, and shall remain in full force and effect through the term of the MOA, as amended. As provided in Paragraph VIII.A. of the MOA, Participating Local Governments will have two weeks from the date of notice to withdraw from the MOA. This Amendment will be effective to any Party that does not withdraw.

4. **Amendments.**

- A. In the preamble, the sixth (6th) “whereas” is amended to read:

“Whereas, specifically, Settlements with Janssen (Johnson & Johnson, or J&J), and McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen (Distributors) are in the form of a national resolution (National Settlement Agreement) and Wyoming’s share of these Settlements will be maximized only if Wyoming’s political subdivisions of a certain size participate in the National Settlement Agreement.”

- B. In the preamble, the seventh (7th) “whereas” is amended to read:

“Whereas, the State and Participating Local Governments intend this agreement to facilitate their compliance with the terms of the National Settlement Agreements with Johnson & Johnson and the Distributors.”

- C. In the preamble, the eighth (8th) “whereas” is amended to read:

“Whereas, the National Settlement Agreements with Johnson & Johnson and the Distributors provide a default allocation between each state and its political subdivisions unless they enter into a state-specific agreement regarding the distribution and use of payments (State-Subdivision Agreement).”

- D. In the preamble, the ninth (9th) “whereas” is amended to read:

“**Whereas**, the State and Participating Local Governments intend this agreement to serve as the State-Subdivision Agreement under the Johnson & Johnson and Distributor Settlements.”

E. In the preamble, the final sentence is amended to read:

“**Now, therefore**, in consideration of the foregoing, the State and its Participating Local Governments, enter into this “OneWyo Opioid Settlement Memorandum of Agreement” (MOA) relating to the allocation and use of the proceeds of the Johnson & Johnson and Distributor Settlements and the Purdue Pharma L.P. Bankruptcy Resolution as described in this MOA.”

F. Section I. J. is amended to read:

“ “Settlement” means the negotiated resolution of legal or equitable claims against Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson and a Bankruptcy Resolution concerning Purdue Pharma L.P.”

G. Section V. C. is amended to read:

“In accordance with Judge Polster’s August 6, 2021 Order in *In re: Nat’l Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio), contingency fee agreements related to litigation against any Pharmaceutical Supply Chain Participant entered into by a Participating Local Government are capped at a total of fifteen percent (15%) of the amount that will be received by the represented Participating Local Government. Counsel for any Participating Local Government is required to first seek payment of that fifteen percent (15%) through such separate common benefit or contingency fee fund before seeking any additional payment. To the extent that counsel does not receive the full fifteen percent (15%) from any separately established common benefit or contingency fee fund, they may seek the difference from the represented Participating Local Government. In no event shall counsel be entitled to payment of fees in excess of fifteen percent (15%) of the amount allocated to, and eventually received by, the represented Participating Local Government.”

5. **Special Provisions.**

A. Same Terms and Conditions. With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original MOA, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

6. General Provisions.

A. Entirety of Agreement. The original MOA and Exhibits A and B, consisting of twenty-three (23) pages, and this Amendment One, consisting of three (3) pages, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

ISSUED THIS 2nd day of February, 2022.

FOR THE STATE OF WYOMING



Bridget Hill
Attorney General
State of Wyoming