

SISKIYOU COUNTY BACKSTOP AGREEMENT

On August 6, 2021, Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the “Order”), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804 (“Opioid Litigation”), addressing contingent attorney fee contracts between political subdivisions eligible to participate in the McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation (collectively “Distributors”) Settlement and their counsel.

In light of the Order, and at the request of the County of Siskiyou (“County”), the County, its counsel Baron & Budd, P.C. and Baron & Budd’s co-counsel (collectively “Baron & Budd”), and the California Attorney General, on behalf of the State of California, are entering into this California-Subdivision Backstop Agreement (“Backstop Agreement”).

County and Baron & Budd intend this Backstop Agreement to constitute a State Back-Stop Agreement as that term is used in the Order and in Exhibit R (Agreement on Attorneys’ Fees, Costs, and Expenses) of the Distributors Settlement Agreement.

Pursuant to this Backstop Agreement, County may, subject to the limitations of the Distributors Settlement Agreement and CA Distributors Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the Distributors Settlement CA Subdivision Fund to pay a contingent fee of 3% to Baron & Budd. Any such payment from Siskiyou County to Baron & Budd, together with any contingency fees that Baron & Budd may receive from the national Attorney Fee Fund, will not exceed a total contingency fee of 15% of the total gross recovery of Siskiyou County from the Distributors Settlement.

Baron & Budd certify that they first sought fees and costs from the Attorney Fee Fund under the Distributor Settlement Agreement before seeking or accepting payment under this backstop agreement. Baron & Budd further certify that they are not seeking and will not accept payment under this backstop agreement of any litigation fees or costs that have been reimbursed through prior settlement or judgments.

The Attorney General is executing this agreement solely because the definition of “State Back-Stop Agreement” in Exhibit R of the Distributors Settlement Agreement requires such agreements to be between “a Settling State” and private counsel for a participating subdivision. Neither the California Attorney General nor the State of California have any obligations under this Backstop Agreement, and this Backstop Agreement does not require the payment of any state funds to County, Baron & Budd, or any other party.

SIGNATURE PAGE FOLLOWS

COUNTY OF SISKIYOU

Date:

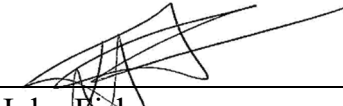
Name: Angela Davis

Title: County Administrator

County of Siskiyou
State of California

BARON & BUDD, P.C.

Date: 2/7/2024



John Fiske
Shareholder
Baron & Budd, P.C.

CALIFORNIA ATTORNEY GENERAL

Date:

Name:
California Attorney General