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### IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

IN RE: OPIOID LITIGATION

CIVIL ACTION NO. 21-C-9000 DISTRIBUTOR

#### THIS DOCUMENT APPLIES TO ALL DISTRIBUTOR CASES

\* \* \*

# STIPULATION DISMISSING WITH PREJUDICE CLAIMS PURSUANT TO SETTLEMENT AGREEMENT

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned counsel of record for Plaintiffs in cases listed in Appendix A (collectively, the "Dismissing Plaintiffs") and Defendants McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation (collectively and together with their Released Entities, the "Settling Distributor Defendants") that, pursuant to the election of each Dismissing Plaintiff to participate in the Distributors West Virginia Subdivisions Settlement Agreement, which was announced on August 1, 2022 and dated as of July 31, 2022, which is binding on the Dismissing Plaintiffs and the Settling Distributor Defendants, and the Effective Date of which shall be the date that all required dismissals with prejudice are entered (a copy of which is attached as Appendix B), the actions listed in Appendix A are hereby voluntarily **DISMISSED WITH PREJUDICE** as to Settling Distributor Defendants, including any entity identified on the attached Appendix C, with each party to bear its own costs and attorneys' fees.

<sup>1</sup> The "Released Entities" are each and every entity of any of the Settling Distributor Defendants as set forth in Section II.T and Exhibit I of the Distributors West Virginia Subdivisions Settlement Agreement, dated as of July 31, 2022, a copy of which is attached as Appendix B. Appendix C, also attached hereto, represents a good faith effort by the Settling Distributor Defendants to list all Released Entities that may be individually named in any of the Dismissing Plaintiffs' complaints. Appendix C is not intended to limit the scope of Released Entities, and to the extent that Dismissing Plaintiffs or Settling Distributor Defendants subsequently identify any Released Entity that should have been included on Appendix C, they will inform the Clerk of the Court.

The Court shall retain jurisdiction with respect to the Distributors West Virginia

Subdivisions Settlement Agreement to the extent provided under that Agreement.

Dated: October 6, 2022.

Respectfully submitted,

#### LEAD PLAINTIFFS' COUNSEL

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MSH, 19-C-262 MSH, and 19-C-263 MSH

It is so **ORDERED**.

ENTERED: October 12, 2022.

/s/ Alan D. Moats Lead Presiding Judge Opioid Litigation

/s/ Derek C. Swope Presiding Judge Opioid Litigation

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# Appendix A

#### APPENDIX A

#### WEST VIRGINIA MLP PLAINTIFFS AND CASES:

- 1. Plaintiff Brooke County Commission, Brooke County Commission v. Purdue Pharma L.P., e al., Civil Action No. 17-C-248
- 2. Plaintiff Hancock County Commission, Hancock County Commission v. Purdue Pharma L.P., et al., Civil Action No. 17-C-249
- 3. Plaintiff Harrison County Commission, Harrison County Commission v. Purdue Pharma L.P., et al., Civil Action No. 17-C-250
- 4. Plaintiff Lewis County Commission, Lewis County Commission v. Purdue Pharma L.P., et al., Civil Action No. 17-C-251
- 5. Plaintiff Marshall County Commission, Marshall County Commission v. Purdue Pharma L.P., et al., Civil Action No. 17-C-252
- 6. Plaintiff Ohio County Commission, Ohio County Commission v. Purdue Pharma L.P., et al., Civil Action No. 17-C-253
- 7. Plaintiff Tyler County Commission, Tyler County Commission v. Purdue Pharma L.P., et al., Civil Action No. 17-C-254
- 8. Plaintiff Wetzel County Commission, Wetzel County Commission v. Purdue Pharma LP., et al., Civil Action No. 17-C-255
- 9. Plaintiff Monongalia County Commission, Monongalia County Commission v. Purdue Pharma L.P., et al., Civil Action No. 18-C-222
- 10. Plaintiff Marion County Commission, Marion County Commission v. Purdue Pharma L.P., et al., Civil Action No. 18-C-233
- 11. Plaintiff Doddridge County Commission, Doddridge County Commission v. Purdue Pharma L.P., et al., Civil Action No. 18-C-234
- 12. Plaintiff Randolph County Commission, Randolph County Commission v. Purdue Pharma L.P., et al., Civil Action No. 18-C-235
- 13. Plaintiff Upshur County Commission, Upshur County Commission v. Purdue Pharma L.P., et al., Civil Action No. 18-C-236
- 14. Plaintiff County Commission of Mason County, County Commission of Mason County v. Purdue Pharma, L.P., et al., Civil Action No. 19-C-4
- 15. Plaintiff County Commission of Barbour County, County Commission of Barbour County v. Purdue Pharma, L.P., et al., Civil Action No. 19-C-5
- 16. Plaintiff Mayor Chris Tatum on behalf of the Village of Barboursville, Mayor Chris Tatum on behalf of the Village of Barboursville v. Purdue Pharma L.P., et al., Civil Action No. 19-C-6
- 17. Plaintiff County Commission of Taylor County, County Commission of Taylor County v, Purdue Pharma, L.P., et al., Civil Action No. 19-C-7

- 18. Plaintiff County Commission of Webster County, County Commission of Webster County v. Purdue Pharma, L.P., et al., Civil Action No. 19-C-8
- 19. Plaintiff Mayor Don E. McCourt, on behalf of the Town of Addison aka the Town of Webster Springs, Mayor Don E. McCourt, on behalf of the Town of Addison aka the Town of Webster Springs v. Purdue Pharma, L.P., et al., Civil Action No. 19-C-9
- 20. Plaintiff Roane County Commission, Roane County Commission v. Mylan Pharmaceuticals Inc., et al., Civil Action No. 19-C-96
- 21. Plaintiff City of Spencer, City of Spencer v. Mylan Pharmaceuticals Inc., et al., Civil Action No. 19-C-97
- 22. Plaintiff Jackson County Commission, Jackson County Commission v. Mylan Pharmaceuticals Inc., et al., Civil Action No. 19-C-98
- 23. Plaintiff City of Ripley, City of Ripley v. Mylan Pharmaceuticals Inc., et al., Civil Action No.19-C-99
- 24. Plaintiff Town of Ravenswood, Town of Ravenswood v. Mylan Pharmaceuticals Inc., et al., Civil Action No. 19-C-100
- 25. Plaintiff Wood County Commission, Wood County Commission v. Mylan Pharmaceuticals Inc., et al., Civil Action No. 19-C-101
- 26. Plaintiff City of Williamstown, City of Williamstown v. Mylan Pharmaceuticals Inc., et al., Civil Action No.19-C-102
- 27. Plaintiff Wirt County Commission, Wirt County Commission v. Mylan Pharmaceuticals Inc., et al., Civil Action No. 19-C-103
- 28. Plaintiff Town of Elizabeth, Town of Elizabeth v. Mylan Pharmaceuticals Inc., et al., Civil Action No.19-C-104
- 29. Pleasants County Commission, *Pleasants County Commission v. Mylan Pharmaceuticals Inc.*, et al., Civil Action No. 19-C-105
- 30. Plaintiff City of St. Marys, City of St. Marys v. Mylan Pharmaceuticals Inc., et al., Civil Action No. 19-C-106
- 31. Plaintiff Ritchie County Commission, Ritchie County Commission v. Mylan Pharmaceuticals Inc., et al, Civil Action No. 19-C-107
- 32. Plaintiff Town of Harrisville, Town of Harrisville v. Mylan Pharmaceuticals Inc., et al., Civil Action No. 19-C-108
- 33. Plaintiff Mayor Peggy Knotts Barney, on behalf of the City of Grafton, Mayor Peggy Knotts Barney, on behalf of the City of Grafton v. Purdue Pharma L.P., et al., Civil Action No. 19-C-151
- 34. Plaintiff Mayor Philip Bowers, on behalf of the City of Philippi, Mayor Philip Bowers, on behalf of the City of Philippi v. Purdue Pharma L.P., et al., Civil Action No. 19-C-152
- 35. Plaintiff City of Clarksburg, West Virginia, City of Clarksburg, West Virginia v. Allergan PLC, etc., et al., Civil Action No. 19-C-259

- 36. Plaintiff City of Nitro, West Virginia, City of Nitro, West Virginia v. Allergan PLC, etc., et al., Civil Action No. 19-C-260
- 37. Plaintiff City of Richwood, West Virginia, City of Richwood, West Virginia v. Allergan PLC, etc, et al., Civil Action No. 19-C-261
- 38. Plaintiff City of South Charleston, West Virginia, City of South Charleston, West Virginia v. Allergan PLC, etc., et al., Civil Action No. 19-C-262
- 39. Plaintiff City of White Sulphur Springs, West Virginia, City of White Sulphur Springs, West Virginia v. Allergan PLC, etc., et al., Civil Action No. 19-C-263
- 40. Plaintiff Town of Belle, West Virginia, Town of Belle, West Virginia v. Allergan PLC, etc., et al., Civil Action No. 19-C-264
- 41. Plaintiff Town of Ceredo, West Virginia, Town of Ceredo, West Virginia v. Allergan PLC, etc., et al., Civil Action No. 19-C-265
- 42. Plaintiff Town of Chesapeake, West Virginia, Town of Chesapeake, West Virginia v. Allergan PLC, etc., et al., Civil Action No. 19-C-266
- 43. Plaintiff Mayor Elmer Ray Spence on behalf of the Town of Delbarton, Mayor Elmer Ray Spence on behalf of the Town of Delbarton v. Cardinal Health Inc., et al., Civil Action No. 20-C-16
- 44. Plaintiff County Commission of Tucker County, County Commission of Tucker County v. Cardinal Health Inc., et al., Civil Action No. 20-C-17
- 45. Plaintiff County Commission of Hardy County, County Commission of Hardy County v. Cardinal Health Inc., et al., Civil Action No. 20-C-18
- 46. Plaintiff Mayor Sheila Kessler on behalf of the Town of Matewan, Mayor Sheila Kessler on behalf of the Town of Matewan v. Cardinal Health Inc., et al., Civil Action No. 20-C-19
- 47. Plaintiff Mayor Virginia Ann Martin on behalf of the City of Mullens, Mayor Virginia Ann Martin on behalf of the City of Mullens v. Cardinal Health Inc., et al., Civil Action No. 20-C-20
- 48. Plaintiff Mayor Thomas Evans Jr. on behalf of the Town of Oceana, Mayor Thomas Evans Jr. on behalf of the Town of Oceana v. Cardinal Health Inc., et al., Civil Action No. 20-C-21
- 49. Plaintiff County Commission of Preston County, County Commission of Preston County v. Cardinal Health Inc., et al., Civil Action No. 20-C-22
- 50. Plaintiff Mayor Maureen Lasky-Setchell on behalf of the City of Belington, Mayor Maureen Lasky-Setchell on behalf of the City of Belington v. Cardinal Health Inc., et al., Civil Action No. 20-C-23
- 51. Plaintiff Mayor Brian Billings on behalf of the City of Point Pleasant, Mayor Brian Billings on behalf of the City of Point Pleasant v. Cardinal Health Inc., et al., Civil Action No. 20-C-24
- 52. Plaintiff Mayor Gary A. Miller on behalf of the Town of Junior, Mayor Gary A. Miller on behalf of the Town of Junior v. Cardinal Health Inc., et al., Civil Action No. 20-C-25

- 53. Plaintiff Mayor David Wood on behalf of the City of Moundsville, Mayor David Wood on behalf of the City of Moundsville v. Cardinal Health Inc., et al., Civil Action No. 20-C-26
- 54. Plaintiff Mayor Harold E. Miller on behalf of the City of Weirton, Mayor Harold E. Miller on behalf of the City of Weirton v. Cardinal Health Inc., et al., Civil Action No. 20-C-27
- 55. Plaintiff City of Beckley, West Virginia, City of Beckley, West Virginia v. Allergan PLC, etc., et al., Civil Action No. 20-C-34
- 56. Plaintiff City of Fairmont, West Virginia, City of Fairmont, West Virginia v. Allergan PLC, etc., et al., Civil Action No. 20-C-55
- 57. Plaintiff Town of Madison, West Virginia, Town of Madison, West Virginia v. Allergan PLC, etc., et al., Civil Action No. 20-C-31
- 58. Plaintiff Town of Star City, West Virginia, Town of Star City, West Virginia v. Allergan PLC, etc., et al., Civil Action No. 20-C-52
- 59. Plaintiff County of Pendleton, West Virginia, County of Pendleton, West Virginia v. Allergan PLC, etc., et al., Civil Action No. 20-C-53
- 60. Plaintiff Town of Romney, West Virginia, Town of Romney, West Virginia v. Allergan PLC, etc., et al., Civil Action No. 20-C-54
- 61. Plaintiff County Commission of Grant County, County Commission of Grant County v. Cardinal Health Inc., et al., Civil Action No. 20-C-79
- 62. Plaintiff County Commission of Mineral County, County Commission of Mineral County v. Cardinal Health Inc., et al., Civil Action No. 20-C-80
- 63. Plaintiff County Commission of Monroe County, County Commission of Monroe County v, Cardinal Health Inc., et al., Civil Action No. 20-C-81
- 64. Plaintiff Grafton City Hospital, Inc., Grafton City Hospital, Inc. v. McKesson Corporation, et al., Civil Action No. 19-C-224

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# Appendix B

# DISTRIBUTORS WEST VIRGINIA SUBDIVISIONS SETTLEMENT AGREEMENT

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#### **DISTRIBUTORS WEST VIRGINIA SUBDIVISIONS**

#### SETTLEMENT AGREEMENT

#### I. Overview

This Distributors West Virginia Subdivisions Settlement Agreement (the "Agreement") sets forth the terms and conditions of a settlement agreement between and among the West Virginia subdivisions listed in Exhibits A and B (the "Settling West Virginia Subdivisions"), McKesson Corporation ("McKesson"), Cardinal Health, Inc. ("Cardinal") and AmerisourceBergen Corporation ("Amerisource") (collectively, the "Agreement Parties") to resolve opioid-related Claims against McKesson, Cardinal, and/or Amerisource (collectively, the "Settling Distributors").

The Settling Distributors have agreed to the below terms for the sole purpose of settlement, and nothing herein, including in any exhibit to this Agreement, may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, or any misfeasance, nonfeasance, or malfeasance, all of which the Settling Distributors expressly deny. No part of this Agreement, including its statements and commitments, and its exhibits, shall constitute or be used as evidence of any liability, fault, or wrongdoing by the Settling Distributors. Unless the contrary is expressly stated, this Agreement is not intended for use by any third party for any purpose, including submission to any court for any purpose.

#### II. Definitions

- A. "Agreement." This Distributors West Virginia Subdivisions Settlement Agreement, inclusive of all exhibits.
- B. "Alleged Harms." The alleged past, present, and future financial, societal, and public nuisance harms and related expenditures arising out of the alleged misuse and abuse of Products, non-exclusive examples of which are described in the documents listed on Exhibit J, that have allegedly arisen as a result of the physical and bodily injuries sustained by individuals suffering from opioid-related addiction, abuse, death, and other related diseases and disorders, and that have allegedly been caused by the Settling Distributors.
  - C. "Appropriate Official." As defined in Section VI.C.3.
- D. "Claim." Any past, present or future cause of action, claim for relief, crossclaim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, parens patriae claim, promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory or administrative, whether arising

under federal, state or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including, but not limited to, any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, abatement, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.

- E. "Claim-Over." A Claim asserted by a Non-Released Entity against a Released Entity on the basis of contribution, indemnity, or other claim-over on any theory relating to a Non-Party Covered Conduct Claim asserted by a Releasor.
- F. "Compensatory Restitution Amount." The aggregate amount paid or incurred by the Settling Distributors hereunder other than amounts identified pursuant to Section IV.D as paid for attorneys' fees, investigation costs or litigation costs.
- G. "Covered Conduct." Any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity of any kind whatsoever from the beginning of time through the Effective Date (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity) relating in any way to (1) the discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, distribution, delivery, monitoring, reporting, supply, sale, prescribing, dispensing, physical security, warehousing, use or abuse of, or operating procedures relating to, any Product, or any system, plan, policy or advocacy relating to any Product or class of Products, including, but not limited to, any unbranded promotion, marketing, programs, or campaigns relating to any Product or class of Products; (2) the characteristics, properties, risks, or benefits of any Product; (3) the reporting, disclosure, non-reporting or nondisclosure to federal, state or other regulators of orders placed with any Released Entity; or (4) diversion control programs or suspicious order monitoring; provided, however, that as to any Claim that a Releasor has brought or could bring, Covered Conduct does not include noncompliance with statutory or administrative supply security standards concerning cleanliness of facilities or stopping counterfeit products, so long as such standards apply to the storage and distribution of both controlled and non-controlled pharmaceuticals.
- H. "Designated Subdivision." A Settling West Virginia Subdivision selected by Paul T. Farrell, Jr. and Robert P. Fitzsimmons pursuant to <u>Section VI.C.</u>
  - I. "Effective Date." The date on which the conditions in Section III.D are satisfied.
  - J. "Litigating Subdivision." The subdivisions listed in Exhibit B.
  - K. "Non-Litigating Primary Subdivision." The subdivisions listed in Exhibit A.

- L. "Non-Party Covered Conduct Claim." A Claim against any Non-Released Entity involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity).
- M. "Non-Party Settlement." A settlement by any Releasor that settles any Non-Party Covered Conduct Claim and includes a release of any Non-Released Entity.
  - N. "Non-Released Entity." An entity that is not a Released Entity.
- O. "Opioid Remediation." Care, treatment, and other programs and expenditures (including reimbursement for past such programs or expenditures) designed to (1) address the misuse and abuse of opioid products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of, including on those injured as a result of, the opioid epidemic. Exhibit A of Exhibit H of this Agreement provides a non-exhaustive list of expenditures that qualify as being paid for Opioid Remediation.
- P. "Participating Subdivision." A Non-Litigating Primary Subdivision or Litigating Subdivision that meets the requirements set forth in <u>Section III.B.</u>
- Q. "Preliminary Agreement Date." The date on which this agreement is executed by Settling Distributors and Paul T. Farrell, Jr. and Robert P. Fitzsimmons on behalf of the Settling West Virginia Subdivisions.
- R. "Product." Any chemical substance, whether used for medicinal or nonmedicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is: (1) an opioid or opiate, as well as any product containing any such substance; or (2) benzodiazepine, carisoprodol, or gabapentin; or (3) a combination or "cocktail" of chemical substances prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates. "Product" shall include, but is not limited to, any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triozolam, temazepam, midazolam, carisoprodol, gabapentin, or any variant of these substances or any similar substance.
- S. "Released Claims." Any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct occurring prior to the Effective Date. Without limiting the foregoing, Released Claims include any Claims that have been asserted against a Settling Distributor by any Litigating Subdivision in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) based on, arising out of, or relating to, in whole or in part, the Covered Conduct, or any such Claims that could be or could have been asserted now or in the future in those actions or in any comparable action or proceeding brought by a Litigating Subdivision, Non-Litigating Primary Subdivision, or Releasor (whether or not such Litigating Subdivision, Non-Litigating Primary Subdivision, or Releasor has brought such action or proceeding). Released Claims also include all Claims asserted in any proceeding to be dismissed pursuant to this Agreement, whether or not such claims relate to Covered Conduct. The Agreement Parties intend that this term, "Released Claims," be interpreted broadly.

- T. "Released Entities." With respect to Released Claims, the Settling Distributors and (1) all past and present subsidiaries, divisions, predecessors, successors, and assigns (in each case, whether direct or indirect) of each Settling Distributor; (2) all past and present subsidiaries and divisions (in each case, whether direct or indirect) of any entity described in subsection (1); (3) the respective past and present officers, directors, members, trustees, and employees of any of the foregoing (each for actions that occurred during and related to their work for, or employment with, any of the Settling Distributors or the foregoing entities); (4) all past and present joint ventures (whether direct or indirect) of each Settling Distributor or its subsidiaries, including in any Settling Distributor or subsidiary's capacity as a participating member in such joint venture; (5) all direct or indirect parents and shareholders of the Settling Distributors (solely in their capacity as parents or shareholders of the applicable Settling Distributor with respect to Covered Conduct); and (6) any insurer of any Settling Distributor or any person or entity otherwise described in subsections (1)-(5) (solely in its role as insurer of such person or entity and subject to the last sentence of Section <u>V.B.2</u>). Any person or entity described in subsections (3)-(6) shall be a Released Entity solely in the capacity described in such clause and shall not be a Released Entity with respect to its conduct in any other capacity. For the avoidance of doubt the entities not included within the scope of this release are CVS Health Corp., Walgreens Boots Alliance, Inc., Walmart Inc., Kroger, Rite Aid, Amneal Pharmaceuticals, Impax Laboratories, KVK Tech, Mylan Pharmaceuticals, Fruth Pharmacies, Goodwin Drug Company, or Bypass Pharmacy (collectively, the "Manufacturers/Pharmacies"), nor are their direct or indirect past or present subsidiaries, divisions, predecessors, successors, assigns, joint ventures, shareholders, officers, directors, members, trustees, or employees (shareholders, officers, directors, members, trustees, and employees for actions related to their work for, employment with, or involvement with the Manufacturers/Pharmacies) Released Entities. Notwithstanding the prior sentence, any joint venture or past or present subsidiary of a Settling Distributor is a Released Entity, including any joint venture between a Settling Distributor or any Settling Distributor's subsidiary and a Pharmacy (or any subsidiary of a Pharmacy); provided, however, that any joint venture partner of a Settling Distributor or a Settling Distributor's subsidiary is not a Released Entity unless it falls within subsections (1)-(6) above. Lists of Settling Distributors' subsidiaries, joint ventures, and predecessor entities are appended to this Agreement as Exhibit I. With respect to joint ventures (including predecessor entities), only entities listed on Exhibit I are Released Entities. With respect to wholly-owned subsidiaries (including predecessor entities), Exhibit I represents a good faith effort by the Settling Distributors to list all such entities, but any and all wholly-owned subsidiaries (including predecessor entities) of any Settling Distributor are Released Entities, whether or not they are listed on Exhibit I. For the avoidance of doubt, any entity acquired, or joint venture entered into, by a Settling Distributor after the Effective Date is not a Released Entity.
- U. "Releasors." With respect to Released Claims, (1) each Participating Subdivision; and (2) without limitation and to the maximum extent of the power of the Participating Subdivision to release Claims, (a) the Participating Subdivision's departments, agencies, divisions, boards, commissions, districts of any kind, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, (b) the Participating Subdivision's public entities, public instrumentalities and public educational institutions, and (c) any person or entity acting in a parens patriae, sovereign, quasi-sovereign, private attorney general, qui tam, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to a Participating Subdivision. In addition to being a Releasor as provided

herein, a Participating Subdivision shall also provide the Subdivision Settlement Participation Form attached hereto as <u>Exhibit G</u> providing for a release to the fullest extent of the Participating Subdivision's authority.

- V. "State Resolution." A settlement with, or judgment obtained by, a state or state(s) relating to one or more Claims involving, arising out of or relating to Covered Conduct, including but not limited to the Distributor Settlement Agreement, dated as of July 21, 2021 (as subsequently updated).
- W. "West Virginia Mass Litigation Panel." Kanawha County Civil Action No. 19-C-9000.
- X. "West Virginia Settlement Payment." The four hundred million dollars (\$400,000,000.00) to be paid by the Settling Distributors under <u>Section IV</u> if this Agreement becomes effective pursuant to <u>Section III.D</u>.

# III. Participation by Subdivisions and Conditions to Effectiveness of Agreement

- A. Notice to Subdivisions. No later than fifteen (15) calendar days after the Preliminary Agreement Date, representative counsel for Settling West Virginia Subdivisions shall send individual written notice of the opportunity to participate in this Agreement and the requirements of participation to all Litigating Subdivisions and Non-Litigating Primary Subdivisions. The notice will include the deadline for becoming a Participating Subdivision.
  - B. Requirements for Becoming a Participating Subdivision.
  - 1. A Litigating Subdivision or a Non-Litigating Primary Subdivision may become a Participating Subdivision by returning an executed Subdivision Settlement Participation Form to a single point of contact designated by the Settling Distributors for receipt of Subdivision Settlement Participation Forms.
  - 2. The required Subdivision Settlement Participation Form is attached as Exhibit G. To the extent that any Subdivision Settlement Participation Form submitted by any Participating Subdivision is worded differently from Exhibit G or interpreted differently from this Agreement in any respect, this Agreement controls.
- C. Participation by Subdivisions. This Agreement shall become effective if certain conditions are satisfied as set forth below:
  - 1. One hundred percent (100%) of Litigating Subdivisions and Non-Litigating Primary Subdivisions must become Participating Subdivisions by September 23, 2022.
  - 2. If the condition set forth in <u>Section III.C.1</u> is not met, the Settling Distributors shall have sole discretion to accept the terms of this Agreement, which shall become effective upon notice provided by the Settling Distributors to Paul T. Farrell, Jr. and Robert P. Fitzsimmons. If the condition set forth by <u>Section III.C.1</u> is not met and the

Settling Distributors do not exercise discretion to accept this Agreement, this Agreement will have no further effect and all releases and other commitments or obligations contained herein will be void.

- 3. Upon notice by the Settling Distributors to Paul T. Farrell, Jr. and Robert P. Fitzsimmons that one of the conditions in <u>Sections III.C.1</u> or <u>2</u> has been satisfied, each Litigating Subdivision that is a Participating Subdivision shall proceed to promptly dismiss with prejudice its claims against the Settling Distributors.
- D. Effective Date. This Agreement shall become effective if one of the conditions in Sections III.C.1 or 2 has been satisfied and all the dismissals with prejudice required by Section III.C.3 have been entered. The date upon which these conditions are fully satisfied shall be the Effective Date.

### IV. Settlement Payments

- A. Schedule. The total amount to be paid by the Settling Distributors under this Agreement is four hundred million dollars (\$400,000,000.00), which is inclusive of all fees and costs of any kind, and any common benefit assessment (if any) shall be paid from this amount. The Settling Distributors shall make twelve (12) payments pursuant to the schedule set forth in Exhibit C.
  - 1. The first payment shall be due sixty (60) days after the Settling Distributors' receipt of all required Subdivision Settlement Participation Forms pursuant to Sections III.B and III.C and the entries of dismissals with prejudice of all lawsuits brought by Litigating Subdivisions that are Participating Subdivisions pursuant to Section III.C.3.
  - 2. The second payment shall be due on January 31, 2023 or sixty (60) days after the Settling Distributors' receipt of all required Subdivision Settlement Participation Forms and the entries of dismissals with prejudice of all lawsuits brought by Litigating Subdivisions that are Participating Subdivisions, whichever is later.
  - 3. Each subsequent payment shall be due on January 31 of each successive year.
- B. Receipt and Disbursement of West Virginia Settlement Payment. All payments made under this Section IV shall be made into the Qualified Settlement Fund ("QSF") as established by the Settling West Virginia Subdivisions. The QSF shall allocate the West Virginia Settlement Payment to Participating Subdivisions pursuant to the West Virginia First Memorandum of Understanding, attached as Exhibit H, and as directed by the West Virginia Mass Litigation Panel.
- C. Allocation of Payments Among Settling Distributors. Payments due from the Settling Distributors under this Agreement will be allocated among the Settling Distributors as follows: McKesson 38.1%; Amerisource 31.0%; Cardinal 30.9%. A Settling Distributor's sole responsibility for payments under this Agreement shall be to make its share of each payment.

The obligations of the Settling Distributors in this Agreement are several and not joint. No Settling Distributor shall be responsible for any portion of another Settling Distributor's share.

#### D. Use of Payment.

- 1. The amounts paid under this Agreement shall be distributed pursuant to the West Virginia First Memorandum of Understanding, attached as Exhibit H. It is the intention of the Agreement Parties that the entire Compensatory Restitution Amount shall be used for Opioid Remediation. It is the intention of the Settling Distributors that at least eighty-five percent (85%) of the total amount paid under this Agreement shall be used for Opioid Remediation and not more than fifteen percent (15%) shall be used for attorneys' fees and costs; provided, however, that the Settling Distributors recognize that the final amount to be allocated to attorneys' fees and costs shall be determined by the West Virginia Mass Litigation Panel.
- 2. Without limiting the foregoing, if, at any time, a Participating Subdivision uses any monies from the West Virginia Settlement Payment for a purpose that does not qualify as Opioid Remediation, such Participating Subdivision shall identify such amounts and report to the Settling Distributors how such funds were used, including if used to pay attorneys' fees, investigation costs, litigation costs, or costs related to the operation and enforcement of this Agreement, respectively. Any such Participating Subdivision shall make reports to the Settling Distributors with respect to each six (6) month period ending on June 30 or December 31 of any year in which a portion of the West Virginia Settlement Payment is received, and such reports shall be provided within ninety (90) days of the end of the applicable six (6) month period.
- E. Nature of Payment. Each of the Settling Distributors and the Participating Subdivisions acknowledges and agrees that notwithstanding anything to the contrary in this Agreement, including, but not limited to, the scope of the Released Claims:
  - 1. It has entered into this Agreement to avoid the delay, expense, inconvenience, and uncertainty of further litigation;
  - 2. (a) The Participating Subdivisions sought compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) as damages for the Alleged Harms allegedly suffered by the Participating Subdivisions; (b) the Compensatory Restitution Amount is no greater than the amount, in the aggregate, of the Alleged Harms allegedly suffered by the Participating Subdivisions; and (c) the portion of the Compensatory Restitution Amount received by each Participating Subdivision is no greater than the amount of the Alleged Harms allegedly suffered by such Participating Subdivision;
  - 3. The payment of the Compensatory Restitution Amount by the Settling Distributors constitutes, and is paid for, compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) for alleged damage or harm (as compensation for alleged damage or harm arising out of alleged bodily injury) allegedly caused by the Settling Distributors;
  - 4. The Compensatory Restitution Amount is being paid as compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) in order to restore, in whole or

in part, the Participating Subdivisions to the same position or condition that they would be in had the Participating Subdivisions not suffered the Alleged Harms; and

5. For the avoidance of doubt: (a) no portion of the Compensatory Restitution Amount represents reimbursement to any Participating Subdivision or other person or entity for the costs of any investigation or litigation, (b) the entire Compensatory Restitution Amount is properly characterized as described in this <u>Section IV.E</u>, and (c) no portion of the Compensatory Restitution Amount constitutes disgorgement or is properly characterized as the payment of statutory or other fines, penalties, punitive damages, or other punitive assessments.

#### F. Significant Financial Constraint.

- 1. A Settling Distributor's allocable share of an annual payment due under Section IV.A may, at the election of such Settling Distributor, be deferred either (a) up to the amount by which that share plus amounts payable during that payment year by that Settling Distributor under any State Resolutions would exceed twenty percent (20%) of such Settling Distributor's total operating cash flow (as determined pursuant to United States generally accepted accounting principles) for its fiscal year that concluded most recently prior to the due date for that payment or (b) (i) up to twenty-five percent (25%) if, as of thirty (30) calendar days preceding that payment date, the Settling Distributor's credit rating from one or more of the three nationally recognized rating agencies is below BBB or Baa2 or (ii) up to one hundred percent (100%) if, as of thirty (30) calendar days preceding that payment date, the company's credit rating from one or more of the three (3) nationally recognized rating agencies is below BBB- or Baa3.
- 2. If the reason for exceeding twenty percent (20%) of a Settling Distributor's total operating cash flow or the decrease in credit rating is substantially attributable to the incurrence of debt to fund post-settlement acquisitions or to the payment of dividends and/or share repurchases that together are of an amount that exceeds the total amount of those two items for the prior fiscal year, no deferral is available. A Settling Distributor shall not be allowed to defer payment for a payment year if that Settling Distributor engaged in any share repurchases in the three fiscal quarters prior to the payment date for that payment year.
- 3. If a Settling Distributor has reason to believe that it will not be able to pay some or all of its allocable share of an annual payment, it shall provide at least ninety (90) calendar days' prior written notice to Paul T. Farrell, Jr. and Robert P. Fitzsimmons (a "Deferred Payment Notice"). Any Deferred Payment Notice shall specify and include: (a) the gross amount of the payments owed (including the estimated allocable portion of the annual payment, and amounts owed under State Resolutions by the relevant Settling Distributor), (b) the amount that the Settling Distributor believes it will be unable to pay, (c) the accounting and audited financial documents upon which the Settling Distributor relied for making this determination, and (d) any other relevant information for Paul T. Farrell, Jr. and Robert P. Fitzsimmons to consider.
- 4. A Settling Distributor shall not utilize this provision during the first three (3) payment years. If a Settling Distributor defers some or all of the payments due in a

payment year pursuant to this <u>Section IV.F</u>, it shall not repurchase any shares, or fund new acquisitions with an acquisition price greater than \$250 million, during the deferral period until the deferred amount is fully repaid with interest. Any amounts deferred shall bear interest at an interest rate equal to the prime rate as published by the *Wall Street Journal* on the date of the Deferred Payment Notice plus 0.5%.

- 5. The Settling Distributor shall pay all deferred amounts, including applicable interest on the next payment date. If the amounts previously deferred (including interest) together with the Settling Distributor's share of all payments due for a payment year would allow for a deferral under Section IV.F.1, the Settling Distributor shall pay as much of the previously deferred amounts (including interest) as it can pay without triggering the ability to defer payment and may defer the remainder as permitted under (and subject to the restrictions of) this Section IV.F.
- 6. If a Settling Distributor could pay a portion of its allocable share of the annual payments due pursuant to this Agreement during a payment year without triggering this Section IV.F, the Settling Distributor shall be required to pay that portion as scheduled and only the excess would be subject to deferral at the election of the Settling Distributor (in whole or in part) as provided herein.
- 7. The Settling Distributor shall pay any deferred amounts, including applicable interest on or before the date on which the last payment is due.

### G. Pre-payment Option.

- Any Settling Distributor shall have the right, subject to the limitations set forth in Section IV.G.3, to prepay any annual payment in whole or in part, without premium or penalty (a "Settlement Prepayment") by providing at least fourteen (14) calendar days prior written notice to Paul T. Farrell, Jr. and Robert P. Fitzsimmons (a "Prepayment Notice"). Any Prepayment Notice shall specify: (a) the gross amount of the Settlement Prepayment, (b) the manner in which such Settlement Prepayment shall be applied to reduce such Settling Distributor's future share of annual payments (i.e., to which future year(s) the allocable portion of an annual payment owed by such Settling Distributor the Settlement Prepayment should be applied) (such manner of application, a "Settlement Prepayment Reduction Schedule"), (c) the net present value of the Settlement Prepayment as of the Prepayment Date based on the Settlement Prepayment Reduction Schedule using a discount rate equal to the prime rate as published by the Wall Street Journal on the date of the Prepayment Notice plus 1.75% (such net present value amount, the "Net Settlement Prepayment Amount"), and (d) the date on which the prepayment will be made, which shall be no more than fifteen (15) calendar days after the date of the Prepayment Notice (the "Prepayment Date").
- 2. On the Prepayment Date the Settling Distributor shall pay the Net Settlement Prepayment Amount to the QSF and such amount shall be used only as specified in <u>Section IV</u>. Following such payment, all future portions of the annual payments allocated to the applicable Settling Distributor under <u>Section IV.C</u> shall be reduced pursuant to the

Settlement Prepayment Reduction Schedule, and <u>Exhibit C</u> will be updated to give effect to such reduction, and going forward such updated schedule will be <u>Exhibit C</u>.

- 3. A Settling Distributor's right to make prepayments shall be subject to the following limitations:
  - a. A Settling Distributor shall make no more than three (3) prepayments over the payment term. A Settling Distributor shall not make a prepayment in consecutive years, there shall not be a prepayment in the first payment year.
  - b. The total amount of a prepayment shall not be larger than the anticipated annual payment for any payment year affected by the prepayment.
  - c. Prepayments shall be applied proportionately to all Participating Subdivisions.
  - d. In a payment year against which there has been a prepayment, if the actual annual payment is greater than the amount prepaid prior to discounting calculations, the Settling Distributor shall pay the difference. If, in a payment year for which there has been a prepayment, the actual annual payment is less than the amount calculated at the time of the prepayment, there shall be a credit for the difference to the Settling Distributor to be applied in the subsequent payment year(s).
- 4. For illustrative purposes only, attached as <u>Exhibit K</u> is an example showing a Settlement Prepayment, the related calculation of the Net Settlement Prepayment Amount, and the related adjustment to the settlement payment schedule.

#### V. Release

- A. Scope. As of the Effective Date, the Released Entities are hereby released and forever discharged from all of the Releasors' Released Claims. Each Participating Subdivision (for itself and its Releasors) hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in this Agreement are intended by the Agreement Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of each Participating Subdivision to release Claims. This Agreement shall be a complete bar to any Released Claim.
  - B. Claim-Over and Non-Party Settlement.
    - 1. It is the intent of the Agreement Parties that:

- a. Released Entities should not seek contribution or indemnification (other than pursuant to an insurance contract), from other parties for their payment obligations under this Agreement;
- b. The payments made under this Agreement shall be the sole payments made by the Released Entities to the Releasors involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity);
- c. Claims by Releasors against non-parties should not result in additional payments by Released Entities, whether through contribution, indemnification or any other means; and
- d. This Agreement meets the requirements of the Uniform Contribution Among Joint Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to any other parties.
- e. The provisions of this <u>Section V.B</u> are intended to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith.
- 2. No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner; *provided* that a Released Entity shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.
- 3. To the extent that, on or after the Effective Date, any Releasor enters into a Non-Party Settlement, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releasor will include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on contribution or indemnity of any kind substantially equivalent to that required from the Settling Distributors in this Section V, or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. The obligation to obtain the prohibition and/or release required by this subsection is a material term of this Agreement.
- 4. In the event that any Releasor obtains a judgment with respect to Non-Party Covered Conduct against a Non-Released Entity that does not contain a prohibition like that described in Section V.B.3, or any Releasor files a Non-Party Covered Conduct Claim against a Non-Released Entity in bankruptcy or a Releasor is prevented for any reason from obtaining a prohibition/release in a Non-Party Settlement as provided in Section V.A.2, and such Non-Released Entity asserts a Claim-Over against a Released Entity, the Released Entity shall be relieved of the prohibition in Section V.A.1.e with respect to that Non-

Released Entity and that Releasor and the Settling Distributors shall take the following actions to ensure that the Released Entities do not pay more with respect to Covered Conduct to Releasors or to Non-Released Entities than the amounts owed under this Agreement by the Settling Distributors:

- a. The Settling Distributors shall notify that Releasor of the Claim-Over within sixty (60) calendar days of the assertion of the Claim-Over or sixty (60) calendar days of the Effective Date of this Agreement, whichever is later;
- b. The Settling Distributors and that Releasor shall meet and confer concerning the means to hold Released Entities harmless and ensure that they are not required to pay more with respect to Covered Conduct than the amounts owed by Settling Distributors under this Agreement;
- c. That Releasor and the Settling Distributors shall take steps sufficient and permissible under the law of the State of West Virginia to hold Released Entities harmless from the Claim-Over and ensure Released Entities are not required to pay more with respect to Covered Conduct than the amounts owed by Settling Distributors under this Agreement. Such steps may include, where permissible:
  - (i) Filing of motions to dismiss or such other appropriate motion by the Settling Distributors or Released Entities, and supported by Releasors, in response to any claim filed in litigation or arbitration;
  - (ii) Reduction of that Releasors' Claim and any judgment it has obtained or may obtain against such Non-Released Entity by whatever amount or percentage is necessary to extinguish such Claim-Over under applicable law, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;
  - (iii) Placement into escrow of funds paid by the Non-Released Entities such that those funds are available to satisfy the Claim-Over;
  - (iv) Return of monies paid by the Settling Distributors to that Releasor under this Agreement to permit satisfaction of a judgment against or settlement with the Non-Released Entity to satisfy the Claim-Over;
  - (v) Payment of monies to the Settling Distributors by that Releasor to ensure they are held harmless from such Claim-Over, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;
  - (vi) Credit to the Settling Distributors under this Agreement to reduce the overall amounts to be paid under this Agreement such that they are held harmless from the Claim-Over; and

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- (vii) Such other actions as that Releasor and Settling Distributors may devise to hold the Settling Distributors harmless from the Claim-Over.
- d. The actions of that Releasor and the Settling Distributors taken pursuant to <u>Section V.B.4.c</u> must, in combination, ensure the Settling Distributors are not required to pay more with respect to Covered Conduct than the amounts owed by Settling Distributors under this Agreement.
- e. In the event of any dispute over the sufficiency of the actions taken pursuant to Section V.B.4.c, that Releasor and the Settling Distributors may seek review by the West Virginia Mass Litigation Panel. In the event that the West Virginia Mass Litigation Panel's actions do not result in Released Entities being held fully harmless, the Settling Distributors shall have a claim for breach of this Agreement by Releasors, with the remedy being payment of sufficient funds to hold Settling Distributors harmless from the Claim-Over. For the avoidance of doubt, the prior sentence does not limit or eliminate any other remedy that the Settling Distributors may have.
- 5. To the extent that the Claim-Over is based on a contractual indemnity, the obligations under Section V.A.3 shall extend solely to a Non-Party Covered Conduct Claim against a pharmacy, clinic, hospital or other purchaser or dispenser of Products, a manufacturer that sold Products, a consultant, and/or a pharmacy benefit manager or other third-party payor. Each Settling Distributor shall notify the Participating Subdivisions to the extent permitted by applicable law, in the event that any of these types of Non-Released Entity asserts a Claim-Over arising out of contractual indemnity against it.
- C. General Release. In connection with the releases provided for in this Agreement, each Participating Subdivision (for itself and its Releasors) expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any State or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Participating Subdivision (for itself and its Releasors) hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Participating Subdivisions' decision to enter into this Agreement.

- D. Assigned Interest Waiver. To the extent that any Participating Subdivision has any direct or indirect interest in any rights of a third-party that is a debtor under the Bankruptcy Code as a result of a claim arising out of Covered Conduct by way of assignment or otherwise, including as a result of being the beneficiary of a trust or other distribution entity, to assert claims against a Settling Distributor (whether derivatively or otherwise), under any legal or equitable theory, including for indemnification, contribution, or subrogation, such Participating Subdivision waives the right to assert any such claim, or to receive a distribution or any benefit on account of such claim and such claim, distribution, or benefit shall be deemed assigned to such Settling Distributor.
- E. Res Judicata. Nothing in this Agreement shall be deemed to reduce the scope of the res judicata or claim preclusive effect that the settlement memorialized in this Agreement or other judgment entered on this Agreement, gives rise to under applicable law.
- F. Effectiveness. The releases set forth in this Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the Releasors. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the West Virginia Settlement Payment or any portion thereof, or by the enactment of future laws, or by any seizure of the West Virginia Settlement Payment or any portion thereof.
- G. Cooperation. Each Participating Subdivision (for itself and its Releasors) (1) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity and (2) will reasonably cooperate with and not oppose any effort by the Settling Distributors to secure the prompt dismissal of any and all Released Claims.

#### VI. Miscellaneous

- A. No Admission. The Settling Distributors do not admit liability, fault, or wrongdoing. This Agreement shall not be considered, construed or represented to be (1) an admission, concession or evidence of liability or wrongdoing or (2) a waiver or any limitation of any defense otherwise available to the Settling Distributors. It is the understanding and intent of the Agreement Parties that no portion of this Agreement shall be entered into evidence in any other action against the Settling Distributors, among other reasons, because it is not relevant to such action. For the avoidance of any doubt, nothing herein shall prohibit a Settling Distributor from entering this Agreement into evidence in any litigation or arbitration concerning a Settling Distributor's right to coverage under an insurance contract.
- B. Enforceability. This Agreement is enforceable only by the Settling Distributors and Participating Subdivisions; provided, however, that Released Entities may enforce Section V. The Settling Distributors consent to the jurisdiction of the West Virginia Mass Litigation Panel, limited to resolution of disputes related to the enforcement of this Agreement.

#### C. Tax Cooperation and Reporting.

1. Upon request by any Settling Distributor, the Participating Subdivisions agree to perform such further acts and to execute and deliver such further documents as may be reasonably necessary for the Settling Distributors to establish the statements set forth in

<u>Section IV.E</u> to the satisfaction of their tax advisors, their independent financial auditors, the Internal Revenue Service, or any other governmental authority, including as contemplated by Treasury Regulations Section 1.162-21(b)(3)(ii) and any subsequently proposed or finalized relevant regulations or administrative guidance.

- 2. Without limiting the generality of <u>Section VI.C.1</u>, each Participating Subdivision shall cooperate in good faith with any Settling Distributor with respect to any tax claim, dispute, investigation, audit, examination, contest, litigation, or other proceeding relating to this Agreement.
- 3. The Designated Subdivision on behalf of all Participating Subdivisions, shall designate one of its officers or employees to act as the "appropriate official" within the meaning of Treasury Regulations Section 1.6050X-1(f)(1)(ii)(B) (the "Appropriate Official"). The Designated Subdivision shall direct and ensure that the Appropriate Official timely (a) files (i) at the time this Agreement becomes binding on the Parties, an IRS Form 1098-F in the form attached as Exhibit D, Exhibit E, and Exhibit F with respect to each of the Settling Distributors and (ii) any legally required returns or amended returns with any applicable governmental authority, or any returns requested by the respective Settling Distributors, and (b) provides to each of the Settling Distributors a copy of (i) the IRS Form 1098-F filed with respect to such Settling Distributor and (ii) any legally required written statement pursuant to any applicable law and any other document referred to in clause (a)(ii) above. Any such form, return, or statement shall be prepared and filed in a manner fully consistent with Section IV.E.
- The Participating Subdivisions agree that any return, amended return, or 4. written statement filed or provided pursuant to Section VI.C.3, and any similar document, shall be prepared and filed in a manner consistent with reporting each Settling Distributor's portion of the West Virginia Settlement Payment as the "Total amount to be paid" pursuant to this Agreement in Box 1 of IRS Form 1098-F, each Settling Distributor's portion of the West Virginia Settlement Payment less the Compensatory Restitution Amount as the "Amount to be paid for violation or potential violation" in Box 2 of IRS Form 1098-F, and each Settling Distributor's portion of the Compensatory Restitution Amount as going toward attorneys' fees and costs as "Restitution/remediation amount" in Box 3 of IRS Form 1098-F, as reflected in the attached Exhibit D, Exhibit E, and Exhibit F. If the Designated Subdivision shall be required to file any return, amended return, or written statement contemplated by this Section other than an IRS Form 1098-F in the form attached as Exhibit D, Exhibit E, and Exhibit F, the Designated Subdivision shall direct and ensure that the Appropriate Official provides to each Settling Distributor a draft of such return, amended return, or written statement in respect of such Settling Distributor no later than sixty (60) calendar days prior to the due date thereof and shall accept and reflect any reasonable comments of such Settling Distributor on the return, amended return, or written statement in respect of such Settling Distributor.
- 5. For the avoidance of doubt, neither the Settling Distributors nor the Participating Subdivisions make any warranty or representation to any Participating Subdivision, or Releasor as to the tax consequences of the payment of the Compensatory Restitution Amount (or any portion thereof).

- D. No Third-Party Beneficiaries. Except as expressly provided in this Agreement, no portion of this Agreement shall provide any rights to, or be enforceable by, any person or entity that is not a Participating Subdivision or a Released Entity. Participating Subdivisions may not assign or otherwise convey any right to enforce any provision of this Agreement.
- E. Cooperation. Each Agreement Party and each Participating Subdivision agrees to use its best efforts and to cooperate with the other Agreement Parties and Participating Subdivisions to cause this Agreement to become effective, to obtain all necessary approvals, consents and authorizations, if any, and to execute all documents and to take such other action as may be appropriate in connection herewith. Consistent with the foregoing, each Agreement Party and each Participating Subdivision agrees that it will not directly or indirectly assist or encourage any challenge to this Agreement by any other person, and will support the integrity and enforcement of the terms of this Agreement.
- F. No Violations of Applicable Law. Nothing in this Agreement shall be construed to authorize or require any action by Settling Distributors in violation of applicable federal, state, or other laws.
- G. Modification. This Agreement may be modified by a written agreement of the Agreement Parties. For purposes of modifying this Agreement, Settling Distributors may contact Paul T. Farrell, Jr. and Robert P. Fitzsimmons for purposes of coordinating this process. The dates and deadlines in this Agreement may be extended by written agreement of the Agreement Parties, which consent shall not be unreasonably withheld.
- H. No Waiver. Any failure by any Agreement Party to insist upon the strict performance by any other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.
- I. Entire Agreement. This Agreement, including all Exhibits, represents the full and complete terms of the settlement entered into by the Agreement Parties, except as provided herein. In any action undertaken by the Agreement Parties, no prior versions of this Agreement and no prior versions of any of its terms may be introduced for any purpose whatsoever.
- J. Counterparts. This Agreement may be executed in counterparts, and a facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature.
- K. Notice. All notices or other communications under this Agreement shall be provided to the following via email and overnight delivery to:

Copy to AmerisourceBergen Corporation's attorneys at:
Michael T. Reynolds
Cravath, Swaine & Moore LLP
825 8th Avenue
New York, NY 10019
mreynolds@cravath.com

Copy to Cardinal Health, Inc. 's attorneys at: Elaine Golin Wachtell, Lipton, Rosen & Katz 51 West 52<sup>nd</sup> Street New York, NY 10019 epgolin@wlrk.com

Copy to McKesson Corporation's attorneys at: Thomas J. Perrelli Jenner & Block LLP 1099 New York Avenue, NW, Suite 900 Washington, DC 20001-4412 TPerrelli@jenner.com

Copy to West Virginia Subdivisions at: Paul T. Farrell, Jr. Farrell & Fuller 1311 Ponce De Leon, Suite 202 San Juan, PR 00907 paul@farrellfuller.com

Robert P. Fitzsimmons Fitzsimmons Law Firm, PLLC 1609 Warwood Ave Wheeling, WV 26003 bob@fitzsimmonsfirm.com

[Signatures begin on next page.]

Dated: July 31, 2022

CARDINAL HEALTH, INC.

Name: Jessica L. Mayer

Title: Chief Legal and Compliance Officer

7/31/2022 Dated:

MCKESSON CORPORATION

-DocuSigned by:

Name:

Saralisa Brau

Title: Corporate Secretary

Dated: July 31, 2022

AMERISOURCEBERGEN CORPORATION

Flizabeth Campbel

Executive Vice President and Chief Legal Officer

Dated: July 30, 2022

REPRESENTATIVE COUNSEL FOR WEST VIRGINIA SUBDIVISIONS

Name: Paul T. Farrell, Jr.

Title: Attorney

### Authorized and agreed to by:

Dated:	07/31/2022	
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REPRESENTATIVE COUNSEL FOR WEST VIRGINIA SUBDIVISIONS

Name: Robert P. Fitzsimmons

Title: Attorney (W. Va. Bar # 1212) FITZSIMMONS LAW FIRM PLLC

1609 Warwood Avenue Wheeling, WV 26003 Phone: (304) 277-1700 Fax: (304) 277-1705

Email: bob@fitzsimmonsfirm.com

### Exhibit A Non-Litigating Primary Subdivisions

- Morgantown City
   Wheeling City
   Hampshire County
   Martinsburg City

# Exhibit B Agreed List of Litigating Subdivisions

1.	Addison (Webster Springs) Town
2.	Barbour County
3.	Barboursville Village
4.	Beckley City
5.	Belington Town
6.	Belle Town
7.	Berkeley County
8.	Bluefield City
	Boone County
10.	Braxton County
11.	Brooke County
12.	Buckhannon City
13.	Calhoun County
14.	Ceredo City
15.	Chapmanville Town
16.	Charles Town City
17.	Charleston City
18.	Chesapeake Town
	Clarksburg City
20.	Clay County
21.	Clendenin Town
22.	Delbarton Town
23.	Doddridge County
	Dunbar City
25.	Eleanor Town
26.	Elizabeth Town
27.	Fairmont City
28.	Fayette County
29.	Fort Gay Town
30.	Gauley Bridge Town
31.	Gilbert Town
	Gilmer County
33.	Glenville Town
	Grafton City
25	C C C' II ' II (III)

31. Gilbert Town
32. Gilmer County
33. Glenville Town
34. Grafton City
35. Grafton City Hospital, Inc. (WV)
36. Grant County
37. Granville Town
38. Greenbrier County
39. Hamlin Town
40. Hancock County
41. Hardy County
42. Harrison County
43. Harrisville Town

45. Jackson County 46. Jefferson County 47. Junior Town 48. Kanawha County 49. Kenova City 50. Kermit Town 51. Lewis County 52. Lincoln County 53. Logan City 54. Logan County 55. Madison City 56. Man Town 57. Marion County 58. Marshall County 59. Mason County 60. Matewan Town 61. Mcdowell County 62. Mercer County 63. Milton Town 64. Mineral County 65. Mingo County 66. Monongalia County 67. Monroe County 68. Montgomery City 69. Morgan County 70. Moundsville City 71. Mullens City 72. Nicholas County 73. Nitro City 74. Oceana Town 75. Ohio County 76. Parkersburg City 77. Pendleton County 78. Philippi City 79. Pleasants County 80. Pocahontas County 81. Point Pleasant City 82. Preston County 83. Princeton City 84. Putnam County 85. Quinwood Town

86. Rainelle Town

44. Hurricane City

- 87. Raleigh County
- 88. Randolph County
- 89. Ravenswood City
- 90. Richwood City
- 91. Ripley City
- 92. Ritchie County
- 93. Roane County
- 94. Romney City
- 95. Rupert Town
- 96. Smithers City
- 97. Sophia Town
- 98. South Charleston City
- 99. Spencer City
- 100.St. Albans City
- 101.St. Marys City
- 102.Star City Town
- 103.Summers County
- 104.Summersville City
- 105.Sutton Town

- 106. Taylor County
- 107. Tucker County
- 108. Tyler County
- 109. Upshur County
- 110. Vienna City
- 111. Wayne County
- 112. Webster County
- 113. Weirton City
- 114. Welch City
- 115.West Hamlin Town
- 116.Wetzel County
- 117. White Sulphur Springs City
- 118. Whitesville Town
- 119. Williamson City
- 120.Williamstown City
- 121.Winfield Town
- 122.Wirt County
- 123.Wood County
- 124. Wyoming County

## Exhibit C Payment Schedule

Payment Number	Amount		
Payment 1	\$50,000,000.00		
Payment 2	\$50,000,000.00		
Payment 3	\$40,000,000.00		
Payment 4	\$40,000,000.00		
Payment 5	\$40,000,000.00		
Payment 6	\$40,000,000.00		
Payment 7	\$40,000,000.00		
Payment 8	\$40,000,000.00		
Payment 9	\$15,000,000.00		
Payment 10	\$15,000,000.00		
Payment 11	\$15,000,000.00		
Payment 12	\$15,000,000.00		
Total Payment	\$400,000,000.00		

### Exhibit D ABC IRS Form 1098-F

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FILEP'S name, street address, only or town, state or positive, country, 29 or foliage, postal code, and telephone no.  [APPROPRIATE OFFICIAL]  [DESIGNATED SUBDIVISION]  [ADDRESS]		Total amount required to be peer     \$ 124,000,000.00      Amount to be paid for sometimes or putential visuation     \$     Reptaulization required visuation amount.	Form 1098-F (Rev. January 2022) For calendar year 20:22	Fines, Penalties, and Other Amounts
PLER'S TW NO. ADDITION	PAYER 6 198 25-0)79390	\$ 124,000,000,00 4. Compliance amount	B Date of order/agree NN/NN/2022	Copy / Fo
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### Exhibit E Cardinal Health IRS Form 1098-F

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### Exhibit F McKesson IRS Form 1098-F

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PAYER'S name McKesson Corporation Street address (including apt. no.) 6535 N. State Highway 16) City or town, state or province, country, and ZIP or foreign postal code Irving, TX 75039		B. Court or entity, or its in senders of other paces rating years to be Archard Sendership to defend when a vid.     T Case outside: Our Auton, No. 11	C 9000 and other		Service Cente File with Form 1096 For Physics Act an
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### <u>Exhibit G</u> Subdivision Settlement Participation Form

Governmental Entity:	
County of Governmental Entity (If Applicable):	
Authorized Official Name:	
Authorized Official Title:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (the "Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Distributors West Virginia Subdivisions Settlement Agreement dated July 31, 2022 (the "Distributors Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Distributors Settlement, release all Released Claims against all Released Entities, and agrees as follows.

- 1. The Governmental Entity is aware of and has reviewed the Distributors Settlement, understands that all terms in this Subdivision Settlement Participation Form have the meanings defined therein, and agrees that by signing this Subdivision Settlement Participation Form, the Governmental Entity elects to participate in the Distributors Settlement and become a Participating Subdivision as provided therein.
- 2. The Governmental Entity shall, within fourteen (14) days of notice by Settling Distributors to Paul T. Farrell, Jr. and Robert P. Fitzsimmons that one of the conditions in Section III.C.1-2 has been satisfied, secure the dismissal with prejudice of any Released Claims that it has filed.
- 3. The Governmental Entity agrees to the terms of the Distributors Settlement.
- 4. By agreeing to the terms of the Distributors Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments.
- 5. The Governmental Entity agrees to use any monies it receives through the Distributors Settlement solely for the purposes provided therein.
- 6. The Governmental Entity submits to the jurisdiction of the West Virginia Mass Litigation Panel for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Distributors Settlement.

- 7. The Governmental Entity has the right to enforce the Distributors Settlement as provided therein.
- 8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributors Settlement, including, but not limited to, all provisions of Section V thereof, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributors Settlement are intended by the Agreement Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributors Settlement shall be a complete bar to any Released Claim.
- 9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributors Settlement.
- 10. In connection with the releases provided for in the Distributors Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date of the Distributors Settlement, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributors Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributors Settlement, to which the Governmental Entity hereby agrees. To the extent this Participation Form is

worded differently from Exhibit G to the Distributors Settlement or interpreted differently from the Distributors Settlement in any respect, the Distributors Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature:	 	
Name: _		
Title:	 	 
Date:		

#### Exhibit H

# WEST VIRGINIA FIRST MEMORANDUM OF UNDERSTANDING

#### **General Principles**

Whereas, the people of the State of West Virginia, its Local Governments and communities, have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain; and,

Whereas, certain Local Governments, through their elected representatives and counsel, and the State, through its Attorney General, are separately engaged in litigation seeking to hold Pharmaceutical Supply Chain Participants accountable for the public harms caused by their misfeasance, nonfeasance, and malfeasance; and

Whereas, the State, through its Attorney General, and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance, and malfeasance throughout the State of West Virginia;

#### Terms

The State and its Local Governments and communities, subject to the completion of formal documents effectuating the Parties' agreements, enter into this Memorandum of Understanding ("MOU") relating to the allocation and use of the proceeds of Settlements and Judgments described herein.

#### A. Definitions

As used in this Memorandum of Understanding:

- 1. "Approved Purpose(s)" shall mean evidence-based strategies, programming and/or services used to expand the availability of treatment for individuals affected by substance use disorders and/or addiction, to develop, promote and provide evidence-based substance use prevention strategies, to provide substance use avoidance and awareness education, to engage in enforcement to curtail the sale, distribution, promotion or use of opioids and other drugs, to decrease the oversupply of licit and illicit opioids and to support recovery from addiction to be performed by qualified providers as is further set forth in Exhibit A and Paragraph B(3) below.
- 2. "Court" is the West Virginia Mass Litigation Panel.
- 3. "Foundation Share" shall mean Opioid Funds allocated to the Foundation from any settlement or judgment.

- 4. "Judgment" shall mean a final judgment or verdict in favor of any of the Parties in a judicial proceeding pending in either state or federal court (including Bankruptcy Court) which resolves legal or equitable claims regarding opioids against a Pharmaceutical Supply Chain Participant. Judgment shall not include any judgment on the claims of Cabell County and the City of Huntington which were previously tried in the United States District Court for the Southern District of West Virginia, or any judgment on any claims asserted by the State against a Pharmaceutical Supply Chain Participant arising under federal or state antitrust laws, state criminal laws, or claims asserted pursuant to W. Va. Code § 9-7-6(c) or for Medicaid reimbursement.
- 5. "Local Government(s)" shall mean all counties, cities, villages, and towns located within the geographic boundaries of the State.
- 6. "Local Government Share" or "LG Share" shall mean Opioid Funds allocated directly to Local Governments from any settlement or judgment.
- 7. "Regional Share Calculation" shall mean each Region's share of Opioid Funds which shall be calculated by summing the individual percentage shares of the Local Governments set forth in Exhibit C for all of the subdivisions in the entire Region as defined in Exhibit B.
- 8. "Net Opioid Fund" is the Opioid Fund less the Opioid Seed Fund payment.
- 9. "Opioid Funds" shall mean monetary amounts obtained through a Settlement or Judgment as defined in this Memorandum of Understanding.
- 10. "Pharmaceutical Supply Chain" shall mean the process and channels through which opioids are manufactured, marketed, promoted, distributed, or dispensed.
- 11. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic, including but not limited to those persons or entities identified as Defendants in the matter captioned In re: Opioid Litigation, MDL 2804 pending in the United States District Court for the Northern District of Ohio, the proceedings before the West Virginia Mass Litigation Panel, styled In Re: Opioid Litigation, Civil Action No. 19-C-9000, and relates to conduct occurring prior to the date of this agreement. For the avoidance of doubt, the term Pharmaceutical Supply Chain Participant includes any parent or subsidiary company of any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic, and any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic, that seeks or has sought protection under the United States Bankruptcy Code.

- 12. "Settlement" shall mean the negotiated resolution by any of the Parties, of legal or equitable claims regarding opioids against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the Parties. It does not include the Settlements the State and/or the West Virginia Attorney General entered into with any Pharmaceutical Supply Chain Participant prior to December 1, 2021. For the avoidance of doubt McKinsey is included. Settlement shall not include the claims of Cabell County and the City of Huntington, which were previously tried in the United States District Court for the Southern District of West Virginia or settlement of any claims asserted by the State and/or the West Virginia Attorney General against a Pharmaceutical Supply Chain Participant arising under federal or state antitrust laws, state criminal laws, or claims asserted pursuant to W. Va. Code, § 9-7-6(c) or for Medicaid reimbursement.
- 13. "State Share" shall mean Opioid Funds allocated to the State from any settlement or judgment.
- 14. "The Parties" shall mean the State and the Local Governments.
- 15. "Regions" shall mean the division of the Local Governments into six (6) separate areas as set forth in Exhibit B.
- 16. "The State" shall mean the State of West Virginia acting through its Attorney General.
- 17. "West Virginia Seed Fund" shall be funded as set forth in Paragraph B(2)(a). The funds are available for use in proper creation and documentation of the West Virginia Opioid Foundation and to fund their start-up work, and subsequent operation.

### B. Settlement and Judgment Proceeds

- 1. The Parties shall organize a private, nonstock, nonprofit corporation for the purposes of receiving and distributing West Virginia Opioid Funds as set forth in Section C. of this MOU ("Opioid Foundation").
- 2. The Parties shall allocate all Opioid Funds as follows:
  - a. Subject to relevant approvals, the State shall pay into the West Virginia Seed Fund the \$10,000,000 received from McKinsey & Company as a result of the February 3, 2021, consent judgment with the State.
  - b. All other Opioid Funds covered by the agreement shall be allocated as set forth below:

- i. 24.5% of the Net Opioid Funds shall be allocated as LG Shares. These LG Shares shall be allocated amongst the Local Governments using the default percentages set forth in Exhibit C. Each county and its inclusive municipalities must either: (a) ratify the default allocation; (b) reach an agreement altering the default allocation; or (c) submit to binding arbitration before Judge Christopher Wilkes (WVMLP Special Master) whose decision will be final and non-app ealable.
- ii. The Foundation will receive 72.5% of the Net Opioid Funds ("Foundation Share").
- iii. The State shall receive 3% of the Net Opioid Funds ("State Share"), by and through the Attorney General, to be held in escrow for expenses incurred related to opioid litigation. If the 3% is not spent by December 31, 2026, then 1% goes to Local Governments and 2% goes to the Opioid Foundation.
- 3. All Net Opioid Funds, regardless of allocation, shall be used in a manner consistent with the Approved Purposes definition. The LG Share may be used as restitution for past expenditures so long as the past expenditures were made for purposes that would have qualified or were consistent with the categories of Approved Purposes listed in Exhibit A. Prior to using any portion of the LG Share as restitution for past expenditures, a Local Government shall pass a resolution or take equivalent governmental action detailing and explaining its use of the funds for restitution. Moreover, up to one-half of the LG Share may be used to provide restitution for monies that were previously expended on opioid abatement activities, including law enforcement and regional jail fees.
- 4. In the event a Local Government merges, dissolves, or ceases to exist, the relevant shares for that Local Government shall be redistributed equitably based on the composition of the successor Local Government. If a Local Government for any reason is excluded from a specific Settlement or Judgment, the allocation percentage for that Local Government shall be redistributed among the participating Local Governments for that Settlement or Judgment.
- 5. If the LG Share is less than \$500, then that amount will instead be distributed to the county in which the Local Government lies to allow practical application of the abatement remedy.
- 6. Funds obtained that are unrelated to any Settlement or Judgment with a Pharmaceutical Supply Chain Participant, including those received via grant, bequest, gift, or the like, may be directed to the Opioid Foundation and disbursed as set forth below.
- 7. The Foundation Share shall be used for the benefit of the people of West Virginia consistent with the by-laws of the Foundation documents and this MOU.

- 8. Nothing in this MOU alters or changes the Parties' rights to pursue their own claims in litigation, subject to Paragraph E. Rather, the intent of this MOU is to join the Parties together regarding the distribution of the proceeds of settlements with or judgements against Pharmaceutical Supply Chain Participants for the benefit of all West Virginians and ensure that settlement monies are spent consistent with the Approved Purposes set forth in Exhibit A.
- 9. Any settlement, judgment and/or other remedy arising out of City of Huntington v. AmerisourceBergen Drug Corporation, et al. (Civil Action No. 3:17-01362) and/or Cabell County Commission v. AmerisourceBergen Drug Corporation, et al. (Civil Action No. 3:17-01665) pending in the United States District Court for the Southern District of West Virginia (Faber, J.) ("CT2") is specifically excluded from this MOU.

#### C. The Opioid Foundation

- 1. The Parties shall create a private section 501(c)(3) Opioid Foundation ("Foundation") with a governing board ("Board"), a panel of experts ("Expert Panel"), and such other regional entities as may be necessary for the purpose of receiving and disbursing Opioid Funds and other purposes as set forth both herein and in the documents establishing the Foundation. The Foundation will allow Local Governments to take advantage of economies of scale and will partner with the State to increase revenue streams.
- 2. Each Region shall create their own governance structure, ensuring that all Local Governments have input and equitable representation regarding regional decisions including representation on the board and selection of projects to be funded from the Regional Share Calculation. The Expert Panel may consult with and may make recommendations to Regions on projects, services and/or expenses to be funded. Regions shall have the responsibility to make decisions that will allocate funds to projects, services and/or expenses that will equitably serve the needs of the entire Region.

#### 3. Board Composition

The Board will consist of 11 members comprising representation as follows:

- a. To represent the interests of the State, five appointees of the governor, subject to confirmation by the Senate. The five appointees are intended to be limited to one from any given Region. If special circumstances are shown, this provision may be waived by a vote of four of the six Local Government members.
- b. To represent the interests of the Local Governments, six members, with one member selected from each Region. The Local Governments in each Region shall make the selection of the board member to represent their region.

- 4. Board terms will be staggered three-year terms. Board members may be reappointed.
- 5. Board members shall serve as fiduciaries of the Foundation separate and distinct from any representational capacity of the entity appointing the Board Member. Members of any regional governing structure shall likewise serve as fiduciaries of their Region separate and distinct from any representational capacity of the entity appointing the member.
- 6. Members of the board should have expertise in a variety of disciplines, such as substance abuse treatment, mental health, law enforcement, pharmacology, finance, and healthcare policy and management. Drawing Board members from these disciplines will help to ensure that the Board will make appropriate and prudent investments in order to meet short-term and long-term goals.
- 7. Six members of the Board shall constitute a quorum. Members of the Board may participate in meetings by telephone or video conference or may select a designee to attend and vote if the Board member is unavailable to attend a board meeting.
- 8. The Foundation shall have an Executive Director appointed by the Attorney General after consultation with the Board. The Board may reject the Attorney General's selection of the Executive Director only on the affirmative vote of eight members of the board. The Executive Director shall have at least six years' experience in healthcare, finance and management and will be responsible for the management, organization, and preservation of the public/private partnership's records. The Executive Director may be removed by the Board upon the concurrence of the votes of three-fourths of the members of the Board. The Executive Director shall have the right to attend all Board meetings unless otherwise excused but shall vote only in the event of a tie.
- 9. The Board shall appoint the Expert Panel. The Expert Panel should include experts in the fields of substance abuse treatment, mental health, law enforcement, pharmacology, finance, and healthcare policy and management. The purpose of the Expert Panel is to assist the Board in making decisions about strategies for abating the opioid epidemic in local communities around the state. The Executive Director and any member of the Board shall have the right to attend all meetings of the Expert Panel.
- 10. The governance of the Board and the criteria to be established for disbursement of funds shall be guided by the recognition that expenditures should insure the efficient and effective abatement of the opioid epidemic, the enforcement of laws to curb the use of opioids, and the prevention of future addiction and substance misuse based upon an intensity and needs basis. All expenditures must be consistent with the categories of Approved Purposes as set forth in Exhibit A hereto.

#### 11. Disbursement of Foundation Share by the Board

- a. The Foundation Board shall develop and approve procedures for the disbursement of Opioid Funds of the Foundation consistent with this Memorandum of Understanding.
- b. Funds for statewide programs, innovation, research, and education may also be expended by the Foundation from the Foundation Share, from the State Share (as directed by the State), or from sources other than Opioid Funds as provided below.
- c. The Foundation shall spend 20% of its annual budget in the six regions during the Foundation's first seven years of funding to be divided according to each Region's fixed Regional Share Calculation. After seven years, all regional spending will be as set forth in Section 11(d), below. Regions may, after consulting with the Expert Panel, expend the sums received under this Section 11(c) for any Approved Purposes.
- d. After the Regional Shares are distributed as set forth in Section 11(c), the Disbursement of Funds from the Foundation Share approved for disbursement by the Board for Approved Purposes shall be disbursed based on an evidence-based evaluation of need after consultation with the Expert Panel. The Parties do not intend to require any specific regional allocation of the Foundation Share other than those distributed pursuant to Paragraph 11(c).
- e. Regions may collaborate with other Regions to submit joint proposals.
- f. The proposed procedures shall set forth the role of the Expert Panel in advising the Regions and the Board concerning disbursements of Opioid Funds of the Foundation as set forth in this MOU.
- g. Within 90 days of the first receipt of any Opioid Funds and annually thereafter, the Board, after receiving counsel from its investment advisors and Expert Panel, shall determine the amount and timing of Foundation funds to be distributed annually. In making this determination, the Board shall consider: (a) Pending requests for Opioid Funds from communities, entities, or regions; (b) the total Opioid Funds available; (c) the timing of anticipated receipts of future Opioid Funds; (d) non-Opioid funds received by the Foundation; (e) investment income; and (f) long-term financial viability of the Foundation. The Foundation may disburse its principal and interest with the aim towards an efficient, expeditious abatement of the Opioid crisis considering long term and short-term strategies.
- 12. The Foundation, Expert Panel, and any other entities under the supervision of the Foundation, including the Regions, shall operate in a transparent manner. Meetings

- should be open. All operations of the Foundation and all Foundation supervised entities, including the Regions, shall be subject to audit and review by the Attorney General and/or other appropriate State officials.
- 13. Each Local Government shall submit an annual financial report to the Foundation no later than April 30 of each year specifying the amounts spent on Approved Purposes within the Region during the previous fiscal year. A report for each Region shall be prepared no later than thirty days thereafter. Each Region's report shall incorporate the information disclosed in each Local Government's annual report generated pursuant to Section B(4), above. Each Region's report shall specify (i) the amount of Opioid Funds received, (ii) the amount of Opioid Funds disbursed or applied during the previous fiscal year, broken down by categories of Approved Uses (indicating the name of the recipient, the amount awarded, a description of the use of the award, and disbursement terms), and (iii) impact information measuring or describing the progress of the Approved Use strategies.
- 14. The Foundation shall publish a consolidated report detailing annual financial expenditures within 15 days of the last day of the state fiscal year covered by the report.
- 15. The Foundation shall consult with a professional investment advisor to adopt a Foundation investment policy that will seek to assure that the Foundation's investments are appropriate, prudent, and consistent with best practices for investments of public funds. The investment policy shall be designed to meet the Foundation's long and short-term goals.
- 16. The Foundation and any Foundation supervised entity may receive funds including stocks, bonds, real property, government grants, private-sector donations, and cash in addition to the proceeds of the Litigation. These Non-Opioid additional funds shall be subject only to the limitations, if any, contained in the individual award, grant, donation, gift, bequest, or deposit consistent with the mission of the Foundation.

#### D. Payment of Attorneys' Fees and Litigation Expenses

Payment of all Attorneys' Fees and Litigation Expenses shall be awarded consistent with the orders of the Court and upon recommendation of Judge Christopher Wilkes (WVMLP Special Master). Such award shall be final and non-appealable.

#### E. Authority to Negotiate and Announcing Resolution of Claims

- 1. The Court has established three case tracks.
  - a. Manufacturers and Pharmacy claims are to be coordinated by the office of Attorney General Morrisey and his designated counsel. The Attorney General shall retain the authority over resolution of those claims after

- consultation and coordination with Local Governments subject to Court approval.
- b. The Distributor Claims are to be coordinated by Co-Lead Counsel Paul Farrell, Jr. and Robert Fitzsimmons. The Co-Leads shall retain the authority over resolution of those claims after consultation and coordination with Local Governments and their counsel and the Attorney General and his designated counsel.
- 2. If there is any resolution of any claim before the Court, it will be announced and presented to the Court jointly by the Attorney General and the Local Governments for Approval.

#### F. Amendments

The Parties agree to make such amendments as necessary to implement the general principles of this MOU.

#### **EXHIBIT A**

#### **SCHEDULE A - CORE STRATEGIES**

The Parties shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("Core Strategies).1

# A. NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES

- 1. Expand training for first responders, schools, community support groups and families; and
- 2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed services.

# B. <u>MEDICATION-ASSISTED TREATMENT ("MAT") DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT</u>

- 1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
- 2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
- 3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
- 4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

#### C. PREGNANT & POSTPARTUM WOMEN

- 1. Expand Screening, Brief Intervention, and Referral to Treatment ("SBIRT") services to non-Medicaid eligible or uninsured pregnant women;
- 2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women and co-occurring Opioid Use Disorder ("OUD") and other substance Use Disorder ("SUD")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established by the Opioid Abatement Foundation.

3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

#### D. EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME

- 1. Expand comprehensive evidence-based treatment and recovery support for NAS babies;
- 2. Expand services for better continuation of care with infant-need dyad; and
- 3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

#### E. EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES

- 1. Expand services such as on-call teams to begin MAT in hospital emergency departments;
- 2. Expand warm hand-off services to transition to recovery services;
- 3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
- 4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and
- 5. Hire additional social workers or other behavioral health workers to facilitate expansion above.

#### F. TREATMENT FOR INCARCERATED POPULATION

- 1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
- 2. Increase funding for jails to provide treatment to inmates with OUD.

#### G. PREVENTION PROGRAMS

- 1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
- 2. Funding for evidence-based prevention programs in schools;

- 3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
- 4. Funding for community drug disposal programs; and
- 5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

# H. EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE.

#### I. LAW ENFORCEMENT

1. Funding for law enforcement efforts to curtail the sale, distribution, promotion or use of opioids and other drugs to reduce the oversupply of licit and illicit opioids, including regional jail fees.

#### J. RESEARCH

Research to ameliorate the opioid epidemic and to identify new tools to reduce and address opioid addiction. Holistically seek to address the problem from a supply, demand, and educational perspective. Ensure tools exist to provide law enforcement with appropriate enforcement to address needs.

#### SCHEDULE B - APPROVED USES

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:<sup>2</sup>

PART ONE: TREATMENT

#### A. TREAT OPIOID USE DISORDER (OUD)

- 1. Support treatment of Opioid Use Disorder (OUD) and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
- 2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUB/MH conditions.
- 3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
- 4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
- 5. Support intervention, treatment, and recovery services, offered by qualified professionals and service providers, including but not limited to faith-based organizations or peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
- 6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
- 7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
- 8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach

<sup>&</sup>lt;sup>2</sup> As used in this Schedule B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established by the Opioid Abatement Foundation.

specialists, including telementoring to assist community-based providers in rural or underserved areas.

- 9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
- 10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SLTD or mental health conditions, including but not limited to training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

- 11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
- 12. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
- 13. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

#### B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

- 1. Provide comprehensive wrap-around services to individuals with OUD and any cooccurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
- Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, case management, and connections to community-based services.
- 3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

- 4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved mediation with other support services.
- 5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
- 6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
- 7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
- 8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
- 9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
- 10. Engage and support non-profits, faith-based communities, and community coalitions to support, house, and train people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
- 11. Training and development of procedures for government staff to appropriately interact with and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
- 12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
- 13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions.
- 14. Create and/or support recovery high schools.
- 15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

# C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have - or are at risk of developing - OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

- 1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OLTI treatment.
- 2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
- 3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
- 4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
- 5. Expand services such as on-call teams to begin MAT in hospital emergency departments.
- 6. Training for emergency room personnel treating opioid overdose patients on postdischarge planning, including community referrals for MAT, recovery case management or support services.
- 7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
- 8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
- 9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
- 10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

- 11. Expand warm hand-off services to transition to recovery services.
- 12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
- 13. Develop and support best practices on addressing OUD in the workplace.
- 14. Support assistance programs for health care providers with OUD.
- 15. Engage and support non-profits and the faith-based community as a system to support outreach for treatment.
- 16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

#### D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

- 1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
  - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
  - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
  - c. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
  - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
  - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

- f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
- Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
- 3. Support treatment and recovery courts that provide evidence-based options for persons with OLTD and any co-occurring SUD/MH conditions.
- 4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
- 5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison, have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
- 6. Support critical time interventions (CTI), particularly for individuals living with dualdiagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
- 7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

# E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women — or women who could become pregnant — who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

- 2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
- 3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
- 4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.
- 5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
- 6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
- 7. Enhanced family supports and childcare services for parents with OUD and any co-occurring SUD/MH conditions.
- 8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
- 9. Offer home-based wrap-around services to persons with OUD and any cooccurring SUD/MH conditions, including but not limited to parent skills training.
- 10. Support for Children's Services Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

#### PART TWO: PREVENTION

# F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain

from the U.S. Centers for Disease Control and Prevention, or other recognized Best Practice guidelines, including providers at hospitals (academic detailing).

- 2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
- 3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
- 4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
- 5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
  - a. Increase the number of prescribers using PDMPs;
  - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
  - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
- 6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
- 7. Increase electronic prescribing to prevent diversion or forgery.
- 8. Educate Dispensers on appropriate opioid dispensing.

#### G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

- 1. Fund media campaigns to prevent opioid misuse.
- Corrective advertising or affirmative public education campaigns based on evidence.
- 3. Public education relating to drug disposal.

- 4. Drug take-back disposal or destruction programs.
- 5. Fund community anti-drug coalitions that engage in drug prevention efforts.
- 6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
- 7. Engage and support non-profits and faith-based communities as systems to support prevention.
- 8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
- 9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
- 10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
- 11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
- 12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

#### H. PREVENT OVERDOSE DEATHS AND OTHER OPIOID-RELATED INJURIES

Support efforts to prevent or reduce overdose deaths or other opioid-related injuries through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, and community outreach workers, persons being released from jail or prison, or other members of the general public.

- 2. Public health entities providing free naloxone to anyone in the community.
- 3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
- 4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
- 5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
- 6. Public education relating to emergency responses to overdoses.
- 7. Public education relating to immunity and Good Samaritan laws.
- 8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
- 9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
- 10. Support mobile units that offer or provide referrals to treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
- 11. Support screening for fentanyl in routine clinical toxicology testing.

#### PART THREE: OTHER STRATEGIES

#### I. FIRST RESPONDERS

In addition to items in Section C, D and H relating to first responders, support the following:

- 1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
- 2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

#### J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

- 1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing negative outcomes related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
- 2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid-or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
- 3. Invest in infrastructure or staffing at government, law enforcement, or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of reducing the oversupply of opioids, preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
- 4. Provide resources to staff government oversight and management of opioid abatement programs.

#### K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

- 1. Provide funding for staff training or networking programs and services to improve the capability of government, law enforcement, community, and not-for-profit entities to abate the opioid crisis.
- 2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

#### L. RESEARCH

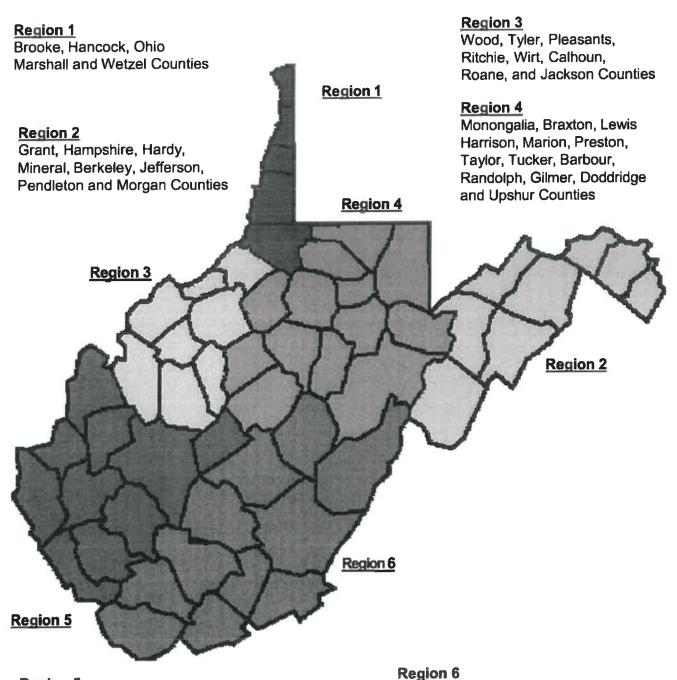
Support opioid abatement research that may include, but is not limited to, the following:

- 1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
- 2. Research non-opioid treatment of chronic pain.
- 3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
- 4. Research on novel prevention efforts such as the provision of fentanyl test strips.
- 5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
- 6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
- 7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
- 8. Qualitative and quantitative research regarding public health risks within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
- 9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

#### M. LAW ENFORCEMENT

Ensure appropriate resources for law enforcement to engage in enforcement and possess adequate equipment, tools, and manpower to address complexity of the opioid problem.

# EXHIBIT B. OPIOID REGIONAL MAP



### Region 5 Cabell, Clay, Boone, Kanawha, Lincoln, Logan, Putnam, Mason, Mingo, and Wayne Counties

## Fayette, Monroe, Raleigh, Summers, Nicholas, Webster, Greenbrier, Pocahontas, Mercer, Wyoming, and McDowell Counties

#### Allocation to West Virginia Counties and Municipalities (NOT Including Cabell County and Huntington)

Government Name	County	WV Share (%)
ADDISON TOWN	WEBSTER	0.0191%
ALBRIGHT TOWN	PRESTON	0.0001%
ALDERSON TOWN	GREENBRIER/MONROE	0.0037%
ANAWALT TOWN	MCDOWELL	0.0008%
ANMOORE TOWN	HARRISON	0.0083%
ANSTED TOWN	FAYETTE	0.0024%
ATHENS TOWN	MERCER	0.0003%
AUBURN TOWN	RITCHIE	0.0001%
BANCROFT TOWN	PUTNAM	0.0002%
BARBOUR COUNTY	BARBOUR	0.3900%
BARBOURSVILLE VILLAGE	CABELL	0.4372%
BARRACKVILLE TOWN	MARION	0.0016%
BATH (BERKELEY SPRINGS) TOWN	MORGAN	0.0068%
BAYARD TOWN	GRANT	0.0000%
BECKLEY CITY	RALEIGH	3.7259%
BEECH BOTTOM VILLAGE	BROOKE	0.0003%
BELINGTON TOWN	BARBOUR	0.0355%
BELLE TOWN	KANAWHA	0.0411%
BELMONT CITY	PLEASANTS	0.0002%
BENWOOD CITY	MARSHALL	0.0076%
BERKELEY COUNTY	BERKELEY	3.5839%
BETHANY TOWN	BROOKE	0.0005%
BETHLEHEM VILLAGE	OHIO	0.0020%
BEVERLY TOWN	RANDOLPH	0.0008%
BLACKSVI LLE TOWN	MONONGALIA	0.0003%
BLUEFIELD CITY	MERCER	0.1794%
BOLIVAR TOWN	JEFFERSON	0.0058%
SOONE COUNTY	BOONE	3.1744%
BRADSHAW TOWN	MCDOWELL	0.0012%
BRAMWELL TOWN	MERCER	0.0003%
RANDONVILLE TOWN	PRESTON	0.0001%
BRAXTON COUNTY	BRAXTON	0.5244%
BRIDGEPORT CITY	HARRISON	0.0761%
ROOKE COUNTY	BROOKE	1.0924%
RUCETON MILLS TOWN	PRESTON	0.0002%
BUCKHANNON CITY	UPSHUR	0.1667%
SUFFALO TOWN	PUTNAM	0.0009%
BURNSVILLE TOWN	BRAXTON	0.0029%
CABELL COUNTY	CABELL	0.0000%

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Government Name	County	WV Share (%)
CAIRO TOWN	RITCHIE	0.0002%
ALHOUN COUNTY	CALHOUN	0.1767%
AMDEN-ON-GAULEY TOWN	WEBSTER	0.0003%
AMERON CITY	MARSHALL	0.0021%
APON BRIDGE TOWN	HAMPSHIRE	0.0024%
ARPENDALE TOWN	MINERAL	0.0002%
EDAR GROVE TOWN	KANAWHA	0.0008%
EREDO CITY	WAYNE	0.1678%
HAPMANVI LLE TOWN	LOGAN	0.1592%
HARLES TOWN CITY	JEFFERSON	0.2924%
HARLESTON CITY	KANAWHA	6.7218%
HESAPEAKE TOWN	KANAWHA	0.0180%
HESTER CITY	HANCOCK	0.0077%
LARKSBURG CITY	HARRISON	1.1365%
LAY COUNTY	CLAY	0.3373%
LAY TOWN	CLAY	0.0001%
LEARVIEW VILLAGE	ОНЮ	0.0001%
LENDENIN TOWN	KANAWHA	0.0257%
OWEN TOWN	WEBSTER	0.0012%
ANVILLE TOWN	BOONE	0.0012%
AVIS TOWN	TUCKER	0.0002%
AVY TOWN	MCDOWELL	0,0006%
ELBARTON TOWN	MINGO	0.0517%
ODDRIDGE COUNTY	DODDRIDGE	0.2312%
UNBAR CITY	KANAWHA	0.2917%
URBIN TOWN	POCAHONTAS	0.0001%
AST BANK TOWN	KANAWHA	0.0008%
LEANOR TOWN	PUTNAM	0.0144%
LIZABETH TOWN	WIRT	0.0048%
LK GARDEN TOWN	MINERAL	0.0007%
LKINS CITY	RANDOLPH	0.0321%
LLENBORO TOWN	RITCHIE	0.0003%
AI RMONT CITY	MARION	0.6852%
AIRVIEW TOWN	MARION	0.0007%
ALLING SPRING TOWN	GREENBRIER	0.000%
ARMINGTON TOWN	MARION	0.0002%
AYETTE COUNTY	FAYETTE	1.6411%
AYETTEVILLE TOWN	FAYETTE	0.1828%
ATWOODS TOWN	BRAXTON	0.0007%
LEMINGTON TOWN	TAYLOR	0.0000%
OLLANSBEE CITY	BROOKE	0.0123%
ORT GAY TOWN	WAYNE	0.0324%
RANKLIN TOWN	PENDLETON	0.0014%
RIENDLY TOWN	TYLER	0.0000%
ARY CITY	MCDOWELL	0.0012%

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Government Name	County	WV Share (%)
SASSAWAY TOWN	BRAXTON	0.0024%
SAULEY BRIDGE TOWN	FAYETTE	0.0531%
SILBERT TOWN	MINGO	0.0728%
SILMER COUNTY	GILMER	0.1919%
SLASGOW TOWN	KANAWHA	0.0016%
SLEN DALE CITY	MARSHALL	0.0050%
SLENVILLE TOWN	GILMER	0.0169%
GRAFTON CITY	TAYLOR	0.4640%
FRANT COUNTY	GRANT	0.3394%
GRANT TOWN TOWN	MARION	0.0109%
GRANTSVILLE TOWN	CALHOUN	0.0012%
GRANVILLE TOWN	MONONGALIA	0.1649%
GREENBRIER COUNTY	GREENBRIER	1.4386%
IAMBLETON TOWN	TUCKER	0.0001%
IAMLIN TOWN	LINCOLN	0.0703%
IAMPSHIRE COUNTY	HAMPSHIRE	0.0869%
IANCOCK COUNTY	HANCOCK	1.6106%
IANDLEY TOWN	KANAWHA	0.0007%
IARDY COUNTY	HARDY	0.2815%
IARMAN TOWN	RANDOLPH	0.0002%
ARPERS FERRY TOWN	JEFFERSON	0.0095%
ARRISON COUNTY	HARRISON	1,3251%
ARRISVILLE TOWN	RITCHIE	0.0045%
IARTFORD CITY TOWN	MASON	0.0001%
EDGESVILLE TOWN	BERKELEY	0.0001%
ENDERSON TOWN	MASON	0.0002%
ENDRICKS TOWN	TUCKER	0.0001%
ILLSBORO TOWN	POCAHONTAS	0.0001%
INTON CITY	SUMMERS	0.4106%
UNDRED TOWN	WETZEL	0.0001%
IUNTINGTON CITY	CABELL/WAYNE	0.0000%
IURRICANE CITY	PUTNAM	0.2140%
UTTONSVILLE TOWN	RANDOLPH	0.0000%
AEGER TOWN	MCDOWELL	0.0006%
ACKSON COUNTY	JACKSON	0.8319%
ANE LEW TOWN	LEWIS	0.0010%
FFERSON COUNTY	JEFFERSON	1.7496%
JNIOR TOWN	BARBOUR	0.0036%
ANAWHA COUNTY	KANAWHA	3.6016%
ENOVA CITY	WAYNE	0.2064%
ERMIT TOWN	MINGO	0.0294%
EYSER CITY	MINERAL	0.0078%
EYSTONE CITY	MCDOWELL	0.0018%
IMBALL TOWN	MCDOWELL	0.0020%
INGWOOD CITY	PRESTON	0.0046%

Government Name	County	WV Share (%)
ON TOWN	MASON	0.0000%
STER TOWN	RALEIGH	0.0310%
WIS COUNTY	LEWIS	0,4053%
VISBURG CITY	GREENBRIER	0.3917%
ICOLN COUNTY	LINCOLN	1.3818%
GAN CITY	LOGAN	0.4429%
GAN COUNTY	LOGAN	3.7315%
ST CREEK TOWN	HARRISON	0.0001%
MBERPORT TOWN	HARRISON	0.0027%
BSCOTT TOWN	RALEIGH	0.0512%
DISON CITY	BOONE	0.0578%
AN TOWN	LOGAN	0.0025%
NNINGTON CITY	MARION	0.0030%
RION COUNTY	MARION	1.0540%
ARLINTON TOWN	POCAHONTAS	0.0009%
ARMET CITY	KANAWHA	0.0061%
ARSHALL COUNTY	MARSHALL	0.8648%
ARTINSBURG CITY	BERKELEY	3.5343%
SON COUNTY	MASON	1.3496%
SON TOWN	MASON	0.0028%
SONTOWN TOWN	PRESTON	0.0028%
TEWAN TOWN	MINGO	0.0718%
TOAKA TOWN	MERCER	0.0002%
DOWELL COUNTY	MCDOWELL	3.2036%
MECHEN CITY	MARSHALL	0.0079%
ADOW BRIDGE TOWN	FAYETTE	0.0005%
CER COUNTY	MERCER	0.3738%
DLEBOURNE TOWN	TYLER	0.0003%
L CREEK TOWN	RANDOLPH	0.0003%
TON TOWN	CABELL	0.1485%
NERAL COUNTY	MINERAL	0.8526%
IGO COUNTY	MINGO	2.9452%
CHELL HEIGHTS TOWN	LOGAN	0.0010%
NONGAH TOWN	MARION	0.0028%
NONGALIA COUNTY	MONONGALIA	1.4987%
NROE COUNTY	MONROE	0.5766%
NTGOMERY CITY	FAYETTE/KANAWHA	0.1004%
NTROSE TOWN	RANDOLPH	0.0001%
OREFIELD TOWN	HARDY	0.0001%
RGAN COUNTY	MORGAN	0.7095%
RGANTOWN CITY	MONONGALIA	0.1330%
UNDSVI LLE CITY	MARSHALL	0.3175%
UNT HOPE CITY	FAYETTE	0.0918%
LLENS CITY	WYOMING	0.0918%
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Government Name	County	WV Share (%)
NEW HAVEN TOWN	MASON	0.0057%
NEW MARTINSVILLE CITY	WETZEL	0.0019%
NEWBURG TOWN	PRESTON	0.0012%
NICHOLAS COUNTY	NICHOLAS	0.2115%
NITRO CITY	KANAWHA/PUTNAM	0.2710%
NORTH HILLS TOWN	WOOD	0.0016%
NORTHFORK TOWN	MCDOWELL	0.0006%
NUTTER FORT TOWN	HARRISON	0.1025%
OAK HILL CITY	FAYETTE	0.3993%
DAKVALE TOWN	MERCER	0.0001%
OCEANA TOWN	WYOMING	0.3269%
OHIO COUNTY	OHIO	0.5595%
PADEN CITY CITY	WETZEL/TYLER	0.0073%
PARKERSBURG CITY	WOOD	1.7126%
PARSONS CITY	TUCKER	0.0005%
PAW PAW TOWN	MORGAN	0.0019%
PAX TOWN	FAYETTE	0.0083%
PENDLETON COUNTY	PENDLETON	0.1789%
ENNSBORO CITY	RITCHIE	0.0004%
ETERSBURG CITY	GRANT	0.0012%
ETERSTOWN TOWN	MONROE	0.0014%
HILIPPI CITY	BARBOUR	0.0919%
PIEDMONT TOWN	MINERAL	0.0007%
INE GROVE TOWN	WETZEL	0.0002%
INEVILLE TOWN	WYOMING	0.1284%
LEASANT VALLEY CITY	MARION	0.0011%
LEASANTS COUNTY	PLEASANTS	0.1406%
OCA TOWN	PUTNAM	0.0003%
OCAHONTAS COUNTY	POCAHONTAS	0.3759%
OINT PLEASANT CITY	MASON	0.1406%
RATT TOWN	KANAWHA	0.0014%
RESTON COUNTY	PRESTON	0.8811%
RINCETON CITY	MERCER	4.6088%
ULLMAN TOWN	RITCHIE	0.0001%
UTNAM COUNTY	PUTNAM	1.7741%
DUINWOOD TOWN	GREENBRIER	0.0182%
AINELLE TOWN	GREENBRIER	0.0266%
ALEIGH COUNTY	RALEIGH	5.5343%
ANDOLPH COUNTY	RANDOLPH	0.7294%
ANSON CORPORATION	JEFFERSON	0.0234%
AVENSWOOD CITY	JACKSON	0.0959%
EEDSVI LLE TOWN	PRESTON	0.0007%
EEDY TOWN	ROANE	0.0000%
HODELL TOWN	RALEIGH	0.0014%
ICHWOOD CITY	NICHOLAS	0.0103%

Government Name	County	WV Share (%)
RIDGELEY TOWN	MINERAL	0.0027%
RIPLEY CITY	JACKSON	0.0921%
RITCHIE COUNTY	RITCHIE	0.2018%
RIVESVI LLE TOWN	MARION	0.0010%
ROANE COUNTY	ROANE	0.5653%
OMNEY CITY	HAMPSHIRE	0.0614%
ONCEVERTE CITY	GREENBRIER	0.0960%
OWLESBURG TOWN	PRESTON	0.0024%
UPERT TOWN	GREENBRIER	0.0073%
ALEM CITY	HARRISON	0.0042%
AND FORK TOWN	GILMER	0.0003%
HEPHERDSTOWN TOWN	JEFFERSON	0.0088%
HINNSTON CITY	HARRISON	0.1066%
ISTERSVILLE CITY	TYLER	0.2085%
MITHERS CITY	FAYETTE/KANAWHA	0.0383%
MITHFIELD TOWN	WETZEL	0.0001%
OPHIA TOWN	RALEIGH	0.0409%
OUTH CHARLESTON CITY	KANAWHA	0.9750%
PENCER CITY	ROANE	0.0646%
T. ALBANS CITY	KANAWHA	0.4843%
T. MARYS CITY	PLEASANTS	0.0623%
TAR CITY TOWN	MONONGALIA	0.0414%
TONEWOOD CITY	HARRISON	0.0478%
UMMERS COUNTY	SUMMERS	0.3559%
UMMERSVILLE CITY	NICHOLAS	1.6957%
UTTON TOWN	BRAXTON	0.0210%
YLVESTER TOWN	BOONE	0.0003%
AYLOR COUNTY	TAYLOR	0.0431%
ERRA ALTA TOWN	PRESTON	0.0015%
HOMAS CITY	TUCKER	0.0002%
HURMOND TOWN	FAYETTE	0.0000%
RIADELPHIA TOWN	OHIO	0.0003%
UCKER COUNTY	TUCKER	0.1255%
UNNELTON TOWN	PRESTON	0.0006%
YLER COUNTY	TYLER	0.0204%
NION TOWN	MONROE	0.0006%
PSHUR COUNTY	UPSHUR	0.5108%
ALLEY GROVE VILLAGE	OHIO	0.0001%
IENNA CITY	WOOD	0.2838%
/AR CITY	MCDOWELL	0.0020%
/ARDENSVILLE TOWN	HARDY	0.0013%
/AYNE COUNTY	WAYNE	2.3586%
AYNE TOWN	WAYNE	0.0356%
VEBSTER COUNTY	WEBSTER	0.3765%
VEIRTON CITY	HANCOCK/BROOKE	1.3728%

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Government Name	County	WV Share (%)
WEIGH CITY	MCDOWELL	0.1195%
WELCH CITY WELLSBURG CITY	BROOKE	0.0069%
***************************************	LINCOLN	0.0380%
WEST HAMLIN TOWN		0.0025%
WEST LIBERTY TOWN	OHIO	0.0162%
WEST LOGAN TOWN	LOGAN	
WEST MILFORD TOWN	HARRISON	0.0015%
WEST UNION TOWN	DODDRIDGE	0.0007%
WESTON CITY	LEWIS	0.0096%
WESTOVER CITY	MONONGALIA	0.0094%
WETZEL COUNTY	WETZEL	0.4889%
WHEELING CITY	OHIO/MARSHALL	1.0692%
WHITE HALL TOWN	MARION	0.0028%
WHITE SULPHUR SPRINGS CITY	GREENBRIER	0.1585%
WHITESVILLE TOWN	BOONE	0.0148%
WILLIAMSON CITY	MINGO	0.3916%
WILLIAMSTOWN CITY	WOOD	0.0567%
WINDSOR HEIGHTS VILLAGE	BROOKE	0.0001%
WI NFIELD TOWN	PUTNAM	0.0307%
WIRT COUNTY	WIRT	0.1075%
WOMELSDORF (COALTON) TOWN	RANDOLPH	0.0010%
WOOD COUNTY	WOOD	1.0924%
WORTHINGTON TOWN	MARION	0.0003%
WYOMING COUNTY	WYOMING	4.0024%
Totals		100.0000%

#### Exhibit C (Allocations to Subdivisions)

Allocation to West Virginia Counties and Municipalities (Including Cabell County and Huntington)

Government Name	County	WV Share (%)
ADDISON TOWN	WEBSTER	0.0174%
ALBRIGHT TOWN	PRESTON	0.0001%
ALDERSON TOWN	GREENBRIER/MONROE	0.0034%
ANAWALT TOWN	MCDOWELL	0.0007%
ANMOORE TOWN	HARRISON	0.0076%
ANSTED TOWN	FAYETTE	0.0022%
ATHENS TOWN	MERCER	0.0003%
AUBURN TOWN	RITCHIE	0.0001%
BANCROFT TOWN	PUTNAM	0.0001%
BARBOUR COUNTY	BARBOUR	0.3541%
BARBOURSVI LLE VILLAGE	CABELL	0.3969%
BARRACKVILLE TOWN	MARION	0.0015%
BATH (BERKELEY SPRINGS) TOWN	MORGAN	0.0062%
BAYARD TOWN	GRANT	0.0000%
BECKLEY CITY	RALEIGH	3.3824%
BEECH BOTTOM VILLAGE	BROOKE	0.0003%
BELINGTON TOWN	BARBOUR	0.0322%
BELLE TOWN	KANAWHA	0.0373%
BELMONT CITY	PLEASANTS	0.0002%
SENWOOD CITY	MARSHALL	0.0070%
BERKELEY COUNTY	BERKELEY	3.2534%
BETHANY TOWN	BROOKE	0.0005%
BETHLEHEM VILLAGE	OHIO	0.0018%
SEVERLY TOWN	RANDOLPH	0.0008%
LACKSVILLE TOWN	MONONGALIA	0.0002%
LUEFIELD CITY	MERCER	0.1629%
OLIVAR TOWN	JEFFERSON	0.0053%
OONE COUNTY	BOONE	2.8817%
RADSHAW TOWN	MCDOWELL	0.0011%
RAMWELL TOWN	MERCER	0.0003%
RANDONVILLE TOWN	PRESTON	0.0001%
RAXTON COUNTY	BRAXTON	0.4761%
RIDGEPORT CITY	HARRISON	0.0694%
ROOKE COUNTY	BROOKE	0.9916%
RUCETON MILLS TOWN	PRESTON	0.0002%
UCKHANNON CITY	UPSHUR	0.1513%
UFFALO TOWN	PUTNAM	0.0008%
URNSVI LLE TOWN	BRAXTON	0.0026%

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Government Name	County	WV Share (%)
CABELL COUNTY	CABELL	3.2406%
CAIRO TOWN	RITCHIE	0.0002%
CALHOUN COUNTY	CALHOUN	0.1604%
CAMDEN-ON-GAULEY TOWN	WEBSTER	0.0002%
CAMERON CITY	MARSHALL	0.0019%
CAPON BRIDGE TOWN	HAMPSHIRE	0.0022%
CARPENDALE TOWN	MINERAL	0.0002%
CEDAR GROVE TOWN	KANAWHA	0.0007%
CEREDO CITY	WAYNE	0.1523%
CHAPMANVILLE TOWN	LOGAN	0.1445%
CHARLES TOWN CITY	JEFFERSON	0.2655%
CHARLESTON CITY	KANAWHA	6.1020%
CHESAPEAKE TOWN	KANAWHA	0.0163%
CHESTER CITY	HANCOCK	0.0070%
CLARKSBURG CITY	HARRISON	1.0317%
CLAY COUNTY	CLAY	0.3062%
CLAY TOWN	CLAY	0.0000%
CLEARVIEW VILLAGE	OHIO	0.0001%
CLENDENIN TOWN	KANAWHA	0.0233%
COWEN TOWN	WEBSTER	0.0011%
DANVILLE TOWN	BOONE	0.0011%
DAVIS TOWN	TUCKER	0.0002%
DAVY TOWN	MCDOWELL	0.0005%
DELBARTON TOWN	MINGO	0.0469%
OODDRIDGE COUNTY	DODDRIDGE	0.2099%
DUNBAR CITY	KANAWHA	0.2648%
OURBIN TOWN	POCAHONTAS	0.0001%
AST BANK TOWN	KANAWHA	0.008%
LEANOR TOWN	PUTNAM	0.0131%
LIZABETH TOWN	WIRT	0.0043%
LK GARDEN TOWN	MINERAL	0.0006%
LKINS CITY	RANDOLPH	0.0293%
LLENBORO TOWN	RITCHIE	0.0003%
AIRMONT CITY	MARION	0.6220%
AIRVIEW TOWN	MARION	0.0007%
ALLING SPRING TOWN	GREENBRIER	0.0000%
ARMINGTON TOWN	MARION	0.0002%
AYETTE COUNTY	FAYETTE	1.4898%
AYETTEVILLE TOWN	FAYETTE	0.1659%
LATWOODS TOWN	BRAXTON	0.0006%
LEMINGTON TOWN	TAYLOR	0.0000%
OLLANSBEE CITY	BROOKE	0.0112%
ORT GAY TOWN	WAYNE	0.0294%
RANKLIN TOWN	PENDLETON	0.0013%

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Government Name	County	WV Share (%)
-RIENDLY TOWN	TYLER	0.0000%
SARY CITY	MCDOWELL	0.0011%
GASSAWAY TOWN	BRAXTON	0.0022%
GAULEY BRIDGE TOWN	FAYETTE	0.0482%
SILBERT TOWN	MINGO	0.0661%
GILMER COUNTY	GILMER	0.1742%
GLASGOW TOWN	KANAWHA	0.0015%
GLEN DALE CITY	MARSHALL	0.0045%
GLENVILLE TOWN	GILMER	0.0153%
GRAFTON CITY	TAYLOR	0.4212%
GRANT COUNTY	GRANT	0.3081%
GRANT TOWN TOWN	MARION	0.0099%
GRANTSVILLE TOWN	CALHOUN	0.0011%
GRANVI LLE TOWN	MONONGALIA	0.1497%
GREENBRIER COUNTY	GREENBRIER	1.3059%
HAMBLETON TOWN	TUCKER	0.0001%
AMLIN TOWN	LINCOLN	0.0638%
HAMPSHIRE COUNTY	HAMPSHIRE	0.0793%
HANCOCK COUNTY	HANCOCK	1.4621%
ANDLEY TOWN	KANAWHA	0.0006%
ARDY COUNTY	HARDY	0.2555%
HARMAN TOWN	RANDOLPH	0.0002%
ARPERS FERRY TOWN	JEFFERSON	0.0086%
ARRISON COUNTY	HARRISON	1.2029%
ARRISVI LLE TOWN	RITCHIE	0.0041%
ARTFORD CITY TOWN	MASON	0.0001%
EDGESVILLE TOWN	BERKELEY	0.0001%
IENDERSON TOWN	MASON	0.0002%
IENDRICKS TOWN	TUCKER	0.0001%
IILLSBORO TOWN	POCAHONTAS	0.0001%
INTON CITY	SUMMERS	0.3727%
IUNDRED TOWN	WETZEL	0.0001%
IUNTINGTON CITY	CABELL/WAYNE	5.9777%
IURRICANE CITY	PUTNAM	0.1943%
IUTTONSVILLE TOWN	RANDOLPH	0.0000%
AEGER TOWN	MCDOWELL	0.0005%
ACKSON COUNTY	JACKSON	0.7552%
ANE LEW TOWN	LEWIS	0.0009%
EFFERSON COUNTY	JEFFERSON	1.5882%
UNIOR TOWN	BARBOUR	0.0032%
ANAWHA COUNTY	KANAWHA	3.2694%
ENOVA CITY	WAYNE	0.1874%
ERMIT TOWN	MINGO	0.0267%
EYSER CITY	MINERAL	0.0072%

Government Name	County	WV Share (%)
KEYSTONE CITY	MCDOWELL	0.00150/
KETSTONE CITT	MCDOWELL	0.0016% 0.0019%
(INGWOOD CITY	PRESTON	0.0013%
EON TOWN	MASON	0.0000%
ESTER TOWN	RALEIGH	0.0281%
EWIS COUNTY	LEWIS	0.3679%
EWISBURG CITY	GREENBRIER	0.3556%
INCOLN COUNTY	LINCOLN	1.2544%
OGAN CITY	LOGAN	0.4020%
OGAN COUNTY	LOGAN	3.3874%
OST CREEK TOWN	HARRISON	0.0000%
UMBERPORT TOWN	HARRISON	0.0025%
MABSCOTT TOWN	RALEIGH	0.0465%
MADISON CITY	BOONE	0.0525%
MAN TOWN	LOGAN	0.0023%
MANNINGTON CITY	MARION	0.0028%
MARION COUNTY	MARION	0.9568%
MARLINTON TOWN	POCAHONTAS	0.0008%
MARMET CITY	KANAWHA	0.0055%
MARSHALL COUNTY	MARSHALL	0.7851%
MARTINSBURG CITY	BERKELEY	3.2084%
AASON COUNTY	MASON	1.2251%
MASON TOWN	MASON	0.0026%
MASONTOWN TOWN	PRESTON	0.0007%
MATEWAN TOWN	MINGO	0.0652%
MATOAKA TOWN	MERCER	0.0002%
ACDOWELL COUNTY	MCDOWELL	2.9082%
ACMECHEN CITY	MARSHALL	0.0072%
MEADOW BRIDGE TOWN	FAYETTE	0.0004%
MERCER COUNTY	MERCER	0.3393%
MIDDLEBOURNE TOWN	TYLER	0.0002%
MILL CREEK TOWN	RANDOLPH	0.0000%
MILTON TOWN	CABELL	0.1348%
MINERAL COUNTY	MINERAL	0.7740%
IINGO COUNTY	MINGO	2.6736%
MITCHELL HEIGHTS TOWN	LOGAN	0.0010%
10NONGAH TOWN	MARION	0.0026%
10NONGALIA COUNTY	MONONGALIA	1.3605%
ONROE COUNTY	MONROE	0.5234%
ONTGOMERY CITY	FAYETTE/KANAWHA	0.0912%
ONTROSE TOWN	RANDOLPH	0.0001%
100REFIELD TOWN	HARDY	0.0084%
IORGAN COUNTY	MORGAN	0.6441%
IORGANTOWN CITY	MONONGALIA	0.1213%

Government Name	County	WV Share (%)
MOUNDSVILLE CITY	MARSHALL	0.2882%
MOUNT HOPE CITY	FAYETTE	0.0834%
MULLENS CITY	WYOMING	0.3336%
NEW CUMBERLAND CITY	HANCOCK	0.0031%
NEW HAVEN TOWN	MASON	0.0052%
NEW MARTINSVILLE CITY	WETZEL	0.0018%
NEWBURG TOWN	PRESTON	0.0011%
NICHOLAS COUNTY	NICHOLAS	0.1920%
NITRO CITY	KANAWHA/PUTNAM	0.2460%
NORTH HILLS TOWN	WOOD	0.0015%
NORTHFORK TOWN	MCDOWELL	0.0005%
NUTTER FORT TOWN	HARRISON	0.0930%
DAK HILL CITY	FAYETTE	0.3625%
DAKVALE TOWN	MERCER	0.0001%
OCEANA TOWN	WYOMING	0.2967%
OHIO COUNTY	OHIO	0.5079%
PADEN CITY CITY	WETZEL/TYLER	0.0067%
PARKERSBURG CITY	WOOD	1.5547%
PARSONS CITY	TUCKER	0.0005%
PAW PAW TOWN	MORGAN	0.0017%
PAX TOWN	FAYETTE	0.0076%
PENDLETON COUNTY	PENDLETON	0.1624%
PENNSBORO CITY	RITCHIE	0.0003%
PETERSBURG CITY	GRANT	0.0011%
PETERSTOWN TOWN	MONROE	0.0013%
PHILIPPI CITY	BARBOUR	0.0834%
PIEDMONT TOWN	MINERAL	0.0006%
PINE GROVE TOWN	WETZEL	0.0002%
PINEVILLE TOWN	WYOMING	0.1165%
LEASANT VALLEY CITY	MARION	0.0010%
PLEASANTS COUNTY	PLEASANTS	0.1276%
OCATOWN	PUTNAM	0.0002%
OCAHONTAS COUNTY	POCAHONTAS	0.3412%
OINT PLEASANT CITY	MASON	0.1276%
RATT TOWN	KANAWHA	0.0013%
RESTON COUNTY	PRESTON	0.7999%
RINCETON CITY	MERCER	4.1839%
ULLMAN TOWN	RITCHIE	0.0001%
UTNAM COUNTY	PUTNAM	1.6105%
QUI NWOOD TOWN	GREENBRIER	0.0165%
AINELLE TOWN	GREENBRIER	0.0241%
ALEIGH COUNTY	RALEIGH	5.0240%
ANDOLPH COUNTY	RANDOLPH	0.6622%
ANSON CORPORATION	JEFFERSON	0.0214%

Government Name	County	WV Share (%)
AVENSWOOD CITY	JACKSON	0.0870%
REEDSVI LLE TOWN	PRESTON	0.0006%
REEDY TOWN	ROANE	0.0000%
HODELL TOWN	RALEIGH	0.0013%
RICHWOOD CITY	NICHOLAS	0.0093%
RIDGELEY TOWN	MINERAL	0.0024%
RIPLEY CITY	JACKSON	0.0836%
RITCHIE COUNTY	RITCHIE	0.1832%
IVESVILLE TOWN	MARION	0.0009%
COANE COUNTY	ROANE	0.5132%
OMNEY CITY	HAMPSHIRE	0.0557%
ONCEVERTE CITY	GREENBRIER	0.0871%
OWLESBURG TOWN	PRESTON	0.0022%
UPERT TOWN	GREENBRIER	0.0066%
ALEM CITY	HARRISON	0.0038%
AND FORK TOWN	GILMER	0.0002%
HEPHERDSTOWN TOWN	JEFFERSON	0.080%
HINNSTON CITY	HARRISON	0.0968%
ISTERSVILLE CITY	TYLER	0.1893%
MITHERS CITY	FAYETTE/KANAWHA	0.0348%
MITHFIELD TOWN	WETZEL	0.0001%
OPHIA TOWN	RALEIGH	0.0371%
OUTH CHARLESTON CITY	KANAWHA	0.8851%
PENCER CITY	ROANE	0.0586%
T. ALBANS CITY	KANAWHA	0.4397%
T. MARYS CITY	PLEASANTS	0.0565%
TAR CITY TOWN	MONONGALIA	0.0376%
TONEWOOD CITY	HARRISON	0.0434%
UMMERS COUNTY	SUMMERS	0.3231%
UMMERSVILLE CITY	NICHOLAS	1.5393%
UTTON TOWN	BRAXTON	0.0191%
YLVESTER TOWN	BOONE	0.003%
AYLOR COUNTY	TAYLOR	0.0391%
ERRA ALTA TOWN	PRESTON	0.0014%
HOMAS CITY	TUCKER	0.0002%
HURMOND TOWN	FAYETTE	0.0002%
RIADELPHIA TOWN	OHIO	0.0003%
UCKER COUNTY	TUCKER	0.1140%
UNNELTON TOWN	PRESTON	0.0005%
YLER COUNTY	TYLER	0.0005%
TLER COUNTY INION TOWN	MONROE	0.006%
	UPSHUR	0.4637%
IPSHUR COUNTY		
ALLEY GROVE VILLAGE IENNA CITY	OHIO WOOD	0.0001% 0.2577%

#### **Exhibit C (Allocations to Subdivisions)**

Government Name	County	WV Share (%)
	MODOWIELL	0.00101/
WAR CITY WARDENSVILLE TOWN	MCDOWELL HARDY	0.0018% 0.0012%
WAYNE COUNTY	WAYNE	2.1411%
WAYNE COUNTY WAYNE TOWN	WAYNE	0.0323%
WEBSTER COUNTY	WEBSTER	0.3418%
	HANCOCK/BROOKE	1.2462%
WEIRTON CITY	MCDOWELL	0.1085%
WELCH CITY WELLSBURG CITY	BROOKE	0.0063%
	LINCOLN	0.0345%
WEST HAMLIN TOWN		0.0023%
WEST LIBERTY TOWN	OHO	0.0023%
WEST LOGAN TOWN	LOGAN	
WEST MILFORD TOWN	HARRISON	0.0014%
WEST UNION TOWN	DODDRIDGE	0.0006%
WESTON CITY	LEWIS	0.0088%
WESTOVER CITY	MONONGALIA	0.0086%
WETZEL COUNTY	WETZEL	0.4438%
WHEELING CITY	OHIO/MARSHALL	0.9706%
WHITE HALL TOWN	MARION	0.0025%
WHITE SULPHUR SPRINGS CITY	GREENBRIER	0.1439%
WHITESVILLE TOWN	BOONE	0.0134%
WILLIAMSON CITY	MINGO	0.3555%
WILLIAMSTOWN CITY	WOOD	0.0515%
WINDSOR HEIGHTS VILLAGE	BROOKE	0.0001%
WINFIELD TOWN	PUTNAM	0.0279%
WIRT COUNTY	WIRT	0.0976%
WOMELSDORF (COALTON) TOWN	RANDOLPH	0.0009%
WOOD COUNTY	WOOD	0.9917%
WORTHINGTON TOWN	MARION	0.0003%
WYOMING COUNTY	WYOMING	3.6334%
Totals		100.0000%

### Exhibit I Settling Distributors' Subsidiaries, Joint Ventures, and Predecessor Entities

#### **ABC**

- 1. A.T. Pharma Consultancy FZC
- 2. AB Eurco Ltd
- 3. AB Financing, LLC
- 4. AB Finco Ltd
- 5. AB Health Ventures, LLC
- AB Nokco Ltd
- 7. AB Singapore Investments Pte. Ltd.
- 8. AB Specialty Solutions, LLC
- 9. ABBP International Company
- 10. ABSG Canada Holdings, Inc.
- 11. Access M.D. Inc.
- 12. AERO LINK Courier GmbH
- 13. Agri-Laboratories, LTD
- 14. Agstrata, LLC
- 15. AH Luxco (f/k/a WBA Acquisitions Luxco 9 S.à.r.l.)
- 16. AH Schweiz GmbH
- 17. AH UK Holdco 1 Limited (f/k/a WBA UK Holdco 1 Limited)
- 18. Alcura France
- 19. Alcura Health España, S.A.
- 20. Alcura UK Limited
- 21. Alliance Apotheek Nederland BV (f/k/a Boots Nederland B.V.)
- 22. Alliance Health Services, Inc.
- 23. Alliance Healthcare (Distribution)
  Limited
- 24. Alliance Healthcare Acores (f/k/a Proconfar, S.A.)
- 25. Alliance Healthcare Ecza Deposu Anonim Şirketi
- 26. Alliance Healthcare España Holdings, S.L.
- 27. Alliance Healthcare España S.A.
- 28. Alliance Healthcare France SA
- 29. Alliance Healthcare Group France SA
- 30. Alliance Healthcare Management Services (Nederland) B.V.
- 31. Alliance Healthcare Management Services Limited
- 32. Alliance Healthcare Nederland B.V.

- 33. Alliance Healthcare Norge Apotekdrift AS (f/k/a Boots Norge AS)
- 34. Alliance Healthcare Participações SGPS, unipessoal, Lda.
- 35. Alliance Healthcare Répartition
- 36. Alliance Healthcare Romania SRL
- 37. Alliance Healthcare S.A.
- 38. Alliance Healthcare s.r.o.
- 39. Alliance Healthcare s.r.o. Slovakia Branch
- 40. Alliance Healthcare Services France (f/k/a Alliance Healthcare Formation SAS)
- 41. Alliance Healthcare Technology Services Limited
- 42. Alliance Healthcare Turkey Holding A.S.
- 43. Alliance Healthcare Yatirim Holding Anonim Sirketi
- 44. Alliance Home Health Care, Inc.
- 45. Alliance Nederland B.V. (f/k/a Alliance Boots BV)
- 46. Alliance Schweiz Investments GmbH (f/k/a Alliance Boots Schweiz Investments GmbH)
- 47. Alliance UniChem IP Limited
- 48. Alloga (Nederland) B.V.
- 49. Alloga France SAS
- 50. Alloga Logifarma, S.A.
- 51. Alloga Logistica (España) S.L.
- 52. ALLOGA LOGISTICS ROMANIA SRL
- 53. Alloga Portugal Armazenagem e Distribuicao Farmaceutica, Lda
- 54. Alloga UK Limited
- 55. AllyDVM, Inc.
- 56. Almus Farmaceutica, S.A.
- 57. Almus France
- 58. Almus Pharmacuticals Limited
- 59. Almus, Lda.
- 60. Alphega SA

- 61. Ambulatory Pharmaceutical Services,
- 62. American Medical Distributors, Inc.
- 63. American Oncology Network, LLC
- 64. Amerisource Health Services Corporation
- 65. Amerisource Health Services, LLC
- 66. Amerisource Health Services, LLC d/b/a American Health Packaging
- 67. Amerisource Heritage Corporation
- 68. AmeriSource Heritage LLC
- 69. Amerisource Receivables Financial Corporation
- 70. Amerisource Sales Corporation
- 71. AmerisourceBergen Associate Assistance Fund
- 72. AmerisourceBergen BC, ULC
- 73. AmerisourceBergen Canada Corporation
- 74. AmerisourceBergen Canada GP LLC
- 75. AmerisourceBergen Canada GP, LLC
- AmerisourceBergen Canada Holdings LP
- AmerisourceBergen Consulting Services, Inc.
- AmerisourceBergen Consulting Services, LLC
- 79. AmerisourceBergen Corporation
- 80. AmerisourceBergen Drug Corporation
- 81. AmerisourceBergen Foundation
- 82. AmerisourceBergen Global Holdings GmbH
- 83. AmerisourceBergen Global Investments S.a.r.l.
- 84. AmerisourceBergen Global Manufacturer Services GmbH
- 85. AmerisourceBergen Group GmbH (f/k/a AmerisourceBergen Group AG)
- 86. AmerisourceBergen Holding Corporation
- 87. AmerisourceBergen Integrated Services Offering, LLC
- 88. AmerisourceBergen International B.V. (f/k/a Wight Nederland Holdco 2 B.V.)
- 89. AmerisourceBergen International Holdings Inc.

- 90. AmerisourceBergen International Investments, LLC
- 91. AmerisourceBergen IT Services S.r.l.
- 92. AmerisourceBergen Luxembourg s.a.r.l.
- 93. AmerisourceBergen Services Corporation
- 94. AmerisourceBergen Sourcing, LLC
- 95. AmerisourceBergen Specialty Group Canada Corporation
- 96. AmerisourceBergen Specialty Group Canada Holdings, Inc.
- 97. AmerisourceBergen Specialty Group,
- 98. AmerisourceBergen Specialty Group, LLC
- AmerisourceBergen Sweden Investments, AB
- 100. AmerisourceBergen Swiss Holdings GmbH
- 101. AmerisourceBergen Switzerland GmbH
- 102. AmerisourceBergen UK Holdings Ltd
- 103. Anderson Packaging, Inc.
- 104. AndersonBrecon Inc.
- 105. Animal Prescriptions Limited
- 106. Animalytix LLC
- 107. Apluspharma Ltd
- 108. Apotheek Hagi B.V.
- 109. Apotheek Lichtenvoorde B.V.
- 110. APS Acquisitions Corporation
- 111. APS Enterprises Holding Company,
- 112. Armila UAB
- 113. ASD Hemophilia Management, LLC
- 114. ASD Hemophilia Program, L.P.
- 115. ASD Specialty Healthcare, Inc.
- 116. ASD Specialty Healthcare, LLC
- 117. ASD Specialty Healthcare, LLC d/b/a ASD Healthcare
- 118. ASD Specialty Healthcare, LLC d/b/a Besse Medical
- 119. ASD Specialty Healthcare, LLC d/b/a Oncology Supply
- 120. Automed Technologies (Canada) Inc.
- 121. Automed Technologies (Canada) ULC
- 122. Automed Technologies, Inc.

- 123. BBC Laboratories
- 124. BBC Operating Sub, Inc.
- 125. BBC Packing Corporation
- 126. BBC Special Packaging, Inc.
- 127. BBC Transportation Co.
- 128. Beachcourse Limited
- 129. Bellco Drug Corp.
- 130. Bellco Health Corp.
- 131. Bergen Brunswig Corporation
- 132. Bergen Brunswig Drug Company
- 133. Bergen Brunswig Realty Services, Inc.
- 134. Bermuda Equity Holdings, Ltd.
- 135. Beverly Acquisition Corporation
- 136. Blue Hill II, Inc.
- 137. Blue Hill, Inc.
- 138. BluePoint Intellectual Property, LLC
- 139. BP Pharmaceuticals Laboratories Unlimited Company
- 140. BPL Brasil Participações Ltda.
- 141. BPL Brazil Holding Company s.a.r.l.
- 142. BPL Brazil, LLC
- 143. BPL Group, LLC
- 144. BPL Pharmaceuticals Holding Unlimited Company
- 145. BPLH Ireland Company Dublin, Zug Branch
- 146. BPLH Ireland Unlimited Company
- 147. Brecon Holdings Limited
- 148. Brecon Pharmaceuticals Holdings Limited
- 149. Brecon Pharmaceuticals Limited
- 150. Bridge Medical, Inc.
- 151. Brownstone Pharmacy, Inc.
- 152. Bruin Acquisition Corp.
- 153. Burt's Pharmacy, LLC
- 154. Cameron Stewart Lifescience Canada Inc.
- 155. Cannes RJ Participações S.A.
- 156. Capstone Med, Inc.
- 157. Capstone Pharmacy of Delaware, Inc.
- 158. CDRF Parent LLC
- 159. CDRF Parent, Inc.
- 160. Centaur Services Limited
- 161. Centro Farmaceutico Asturiano, SA
- 162. Century Advertising Inc.
- 163. Chapin Drug Company

- 164. Choice Medical, Inc.
- 165. Clinical Outcomes Resource Application Corporation
- 166. Clinical Outcomes Resource Application, Inc.
- 167. CliniCare Concepts, Inc.
- 168. ClinPharm, L.L.C.
- 169. Committed Provider Services, LLC
- 170. Compuscript, Inc.
- 171. Computran Systems, Inc.
- 172. Corrections Pharmacies Licensing Company, L.L.C.
- 173. Corrections Pharmacies of California, LP
- 174. Corrections Pharmacies of Hawaii, LP
- 175. Corrections Pharmacies, L.L.C.
- 176. Cubex, LLC
- 177. Datapharm Sarl
- 178. DD Wholesale, Inc.
- 179. Dialysis Purchasing Alliance, Inc.
- 180. Directlog
- 181. Documedics Acquisition Co., Inc.
- 182. Drug Service, Inc.
- 183. Dunnington Drug, Inc.
- 184. Dunnington RX Services of Massachusetts, Inc.
- 185. Dunnington RX Services of Rhode Island, Inc.
- 186. Durr-Fillauer Medical, Inc.
- 187. Durvet, Inc.
- 188. Dymaxium Healthcare Innovations, Ltd.
- 189. Dymaxium Holdings, Ltd.
- 190. Dymaxium, Ltd.
- 191. EMNEM Solutions, LLC
- 192. Entel d.o.o.
- 193. Escalante Solutions, L.P.
- 194. Esko Itriyat Sanayi ve Ticaret Anonim Sirketi
- 195. Euro Registratie Collectief B.V.
- 196. European Physician Networks GmbH
- 197. Express Pharmacy Services, Inc.
- 198. Falcon Acquisition Sub, LLC
- 199. Family Center Pharmacy, Inc.
- 200. Feeders Advantage, LCC
- 201. FirstView, LLC

- 202. General Drug Company
- 203. Goot Nursing Home Pharmacy, Inc.
- 204. Goot Westbridge Pharmacy, Inc.
- 205. Goot's Goodies, Inc.
- 206. Goot's Pharmacy & Orthopedic Supply, Inc.
- 207. Green Barn, Inc
- 208. H. D. Smith Holding Company
- 209. H. D. Smith Holdings, LLC
- 210. H. D. Smith Wholesale Drug Co.
- 211. H. D. Smith, LLC
- 212. HAI Acquisition, Inc.
- 213. HDS Solutions, LLC
- 214. Health Services Capital Corporation
- 215. Healthcare Prescription Services, Inc.
- 216. HealthForward Inc.
- 217. HealthOuest Partner II, L.P.
- 218. HealthTronics Data Solutions LLC
- 219. HealthTronics Data Solutions, LLC
- 220. HealthTronics Information Technology Solutions, Inc.
- 221. Hedef International Holdings BV
- 222. Home Medical Equipment Health Company
- 223. Hydra Pharm SPA
- 224. I.g.G. of America, Inc.
- 225. IHS Acquisition XXX, Inc.
- 226. Imedex, Inc.
- 227. Imedex, LLC
- 228. Independent Pharmacy Buying Group, Inc.
- 229. Innomar Pharmacy (BC) Inc.
- 230. Innomar Pharmacy (SK) Inc.
- 231. Innomar Pharmacy Inc.
- 232. Innomar Specialty Pharmacy, Inc.
- 233. Innomar Strategies Inc.
- 234. Innovation Cancer, Inc.
- 235. Insta-Care Holdings, Inc.
- 236. Insta-Care Pharmacy Services Corporation
- 237. Intake Initiatives Incorporated
- 238. IntegraConnect NewCo, LLC
- 239. Integrated Commercialization Solutions, Inc.
- 240. Integrated Commercialization Solutions, LLC

- 241. Integrated Health Systems Outcomes Coalition, LLC
- 242. Inteplex, Inc.
- 243. Interfill, LLC
- 244. International Oncology Network Solutions, Inc.
- 245. International Physician Networks, L.L.C.
- 246. International Rheumatology Network, L.L.C.
- 247. IntrinsiQ Holdings, Inc.
- 248. IntrinsiQ Specialty Solutions, Inc.
- 249. IntrinsiQ Tendler, Inc.
- 250. IntrinsiQ, LLC
- 251. J.M. Blanco, Inc.
- 252. James Brudnick Company, Inc.
- 253. K/S Instrument Corp.
- 254. KRP Investments, Inc.
- 255. Labpak Limited
- 256. LAD Drug Corporation
- 257. Leading Educational Research Network, LLC
- 258. Lexicon Pharmacy Services, L.L.C.
- 259. Liberty Acquisition Corp.
- 260. Libra C.V.
- 261. Los Angeles Drug Corporation
- 262. M.D.P. Properties, Inc.
- 263. Managed Care Network, Inc.
- 264. Marshall Reinardy LLC
- 265. Medical Health Industries, Inc.
- 266. Medical Initiatives, Inc.
- 267. Medidyne Corp.
- 268. Medselect Inc.
- 269. Memorial Pet Care, Inc.
- 270. Micro Technologies Canada Inc.
- 271. MWI Buying Group Limited (formerly St. Francis Limited)
- 272. MWI Supply (UK Acquisition) Limited
- 273. MWI Supply (UK Holdings) Limited
- 274. MWI Supply (UK) Limited
- 275. MWI Veterinary Supply Co.
- 276. MWI Veterinary Supply, Inc.
- 277. Nareks Ecza Deposu Ticaret Anonim Sirketi
- 278. Network for Medical Communication & Research Analytics, LLC

- 279. New Jersey Medical Corporation
- 280. Nexiapharma, SL
- 281. NMCR Holdings, Inc.
- 282. NMCR-Europe, LLC
- 283. Northeast Veterinary Supply Company, LLC
- 284. Oktal Pharma d.o.o
- 285, Oktal Pharma d.o.o
- 286. Oktal Pharma d.o.o [Zagreb]
- 287. Oktal Pharma d.o.o.
- 288. Oktal Pharma Hungary K.f.t.
- 289. Omni Med B, Inc.
- 290. OPH Oktal Pharma d.o.o
- 291, OTC Direct Limited
- 292. Paris Acquisition Corp.
- 293. Pharm Plus Acquisition, Inc.
- 294. Pharma One Corporation Limited
- 295. Pharmacy Corporation of America
- 296. Pharmacy Corporation of America Massachusetts, Inc.
- 297. Pharmacy Healthcare Solutions, Ltd.
- 298. Pharmacy Review Services, Inc.
- 299. Pharmdata s.r.o.
- 300. PharMEDium Healthcare Corporation
- 301. PharMEDium Healthcare Holdings LLC
- 302. PharMEDium Healthcare Holdings, Inc.
- 303. PharMEDium Healthcare LLC
- 304. PharMEDium Pharmacy Services, LLC
- 305. PharMEDium R.E., LLC
- 306. PharMEDium Services, LLC
- 307. PharMerica Drug Systems, Inc.
- 308. PharMerica Technology Solutions, LLC
- 309. Pharmerica, Inc.
- 310. Pitango HealthTech Fund I, L.P.
- 311. Planet Software Limited
- 312. PMSI MSA Services, Inc.
- 313. PMSI, Inc.
- 314. PPSC USA, LLC
- 315. Premier Pharmacy, Inc.
- 316. Premier Source Diagnostics Inc.
- 317. Premier Source, LLC
- 318. Prescribe Wellness, LLC
- 319. Profarma Distribuidora de Produtos Farmaceuticos S.A.

- 320. Ramuneles Vaistine UAB
- 321. Reimbursement Education Network, LLC
- 322. Rightpak, Inc.
- 323. Rombro's Drug Center, Inc.
- 324. Roscoe Acquisition Corporation
- 325. S.R.P. (Services de la Répartition Pharmaceutique)
- 326. SecureDVM, LLC
- 327. Securos Europe GmbH
- 328. Silver Streak I, LLC
- 329. Skills in Healthcare France
- 330. Skills in Healthcare Pazarlama ve Tanitim Hizmetleri Anonim Şirketi
- 331. Skills in Healthcare Romania S.r.l.
- 332. Smart ID Works, LLC
- 333. Smith Medical Partners, LLC
- 334. Snipetjernveien 10 Norge AS
- 335. Solana Beach, Inc.
- 336. Southwest Pharmacies, Inc.
- 337. Southwestern Drug Corporation
- 338. SparkSense Analytics, Inc.
- 339. Specialty Advancement Network, LLC
- 340. Specialty Pharmacy of California, Inc.
- 341. Specialty Pharmacy, Inc.
- 342. Spielberg Acquisition Corp.
- 343. Spits B.V.
- 344. Stadt Solutions, LLC
- 345. Stephar B.V.
- 346. Strategic Pharmaceutical Solutions, Inc.
- 347. Swine Solutions Network, LLC
- 348. Taylor & Manno Asset Recovery, Inc.
- 349. Telepharmacy Solutions, Inc.
- 350. Terra-Lab d.o.o
- 351. The Allen Company
- 352. The Lash Group, Inc.
- 353. The Lash Group, LLC
- 354. TheraCom, L.L.C.
- 355. ThermoSecure Medical Equipment GmbH
- 356. TMESYS, Inc.
- 357. TrakCel Holding Company, Inc.
- 358. Trellis Healthcare Consulting, L.L.C.
- 359. Trellis Healthcare Consulting, LLC
- 360. Triose, Inc.
- 361. True Blue Indemnity Company

- 362. United Company of Pharmacists SAE
- 363. Universal Packaging Systems, Inc.
- 364. US Bioservices Corporation
- 365. Valley Wholesale Drug Co., LLC
- 366. Value Apothecaries, Inc.
- 367. Vedco, Inc.
- 368. Vetbridge Animal Health, LLC
- 369. Vetbridge Product Development (NM-OMP) LLC
- 370. VetSpace Limited
- 371. VetSpace, Inc.
- 372. Vetswest Limited
- 373. W.C. International Limited
- 374. Wight Nederland Holdco 4 BV
- 375. WML, LLC
- 376. Woodglen Properties Limited
- 377. Woodglen Properties Limited Portugal Branch
- 378. World Courier (Aust) Pty. Ltd.
- 379. World Courier (Austria) GmbH
- 380. World Courier (Austria) GmbH Serbia Branch
- 381. World Courier (Deutschland) GmbH
- 382. World Courier (Finland) Oy
- 383. World Courier (India) Private Limited
- 384. World Courier (Ireland) Limited
- 385. World Courier (Lithuania), UAB
- 386. World Courier (Malaysia) Sdn. Bhd.
- 387. World Courier (Norway) AS
- 388. World Courier (NZ) Limited
- 389. World Courier (Poland) Sp. Z.o.o.
- 390. World Courier (Shanghai) Co., Ltd Guangzhou Branch
- 391. World Courier (Shanghai) Co., Ltd.
- 392. World Courier (Shanghai) Co., Ltd., Beijing Branch
- 393. World Courier (Sweden) AB
- 394. World Courier (Switzerland) SA
- 395. World Courier (U.K.) Limited
- 396. World Courier Asia (Thailand) Co., Ltd.
- 397. World Courier Belgium s.a.
- 398. World Courier Bulgaria
- 399. World Courier Czech Republic s.r.o.
- 400. World Courier de Chile Limitada
- 401. World Courier de Colombia S.A.

- 402. World Courier de Espana, S.A.
- 403. World Courier de Mexico S.A. de C.V.
- 404. World Courier de Portugal, Lda.
- 405. World Courier de Uruguay S.A.
- 406. World Courier del Ecuador S.A.
- 407. World Courier del Peru S.A.
- 408. World Courier Denmark A/S
- 409. World Courier do Brasil Transportes Internacionais Ltda.
- 410. World Courier France S.A.R.L.
- 411. World Courier Ground (Europe)
  Limited
- 412. World Courier Ground, Inc.
- 413. World Courier Group Logistics, Inc.
- 414. World Courier Group S.a.r.l.
- 415. World Courier Group, Inc.
- 416. World Courier Group, Inc. Taiwan Branch
- 417. World Courier Hellas Limited Liability Company
- 418. World Courier Holland BV
- 419. World Courier Hong Kong Limited
- 420. World Courier Hungary Freight Forwarder and Service Provider Limited Liability Company
- 421. World Courier Israel Ltd.
- 422. World Courier Italia srl
- 423. World Courier Japan Domestic K.K.
- 424. World Courier K.K. Japan
- 425. World Courier Korea Co., Ltd.
- 426. World Courier Limited (Russia)
- 427. World Courier Logistics (Europe)
  Limited
- 428. World Courier Logistics (UK) Limited
- 429. World Courier Logistics, Inc.
- 430. World Courier Logistics, Inc. (DE)
- 431. World Courier Logistics, Inc. (NY)
- 432. World Courier Management Limited
- 433. World Courier Management, Inc.
- 434. World Courier of Canada Ltd
- 435. World Courier Operations Kenya Limited
- 436. World Courier Philippines Representative Office
- 437. World Courier Romania S.R.L.
- 438. World Courier S.A.

- 439. World Courier Singapore Pte Ltd
- 440. World Courier Slovak Republic s.r.o.
- 441. World Courier South Africa (Proprietary) Limited
- 442. World Courier Tasimacilik ve Lojistik Hizmetleri Ticaret Limited Sirketi
- 443. World Courier Ukraine LLC
- 444. World Courier Venezuela, S.A.
- 445. World Courier Zagreb d.o.o.

- 446. World Courier, Inc.
- 447. World Courier, kurirske storitve, d.o.o.
- 448. World Customs Brokerage, Inc.
- 449. Xcenda (UK) Limited
- 450. Xcenda GmbH
- 451. Xcenda Switzerland GmbH
- 452. Xcenda, L.L.C.
- 453. ZU Vase Zdravije

#### Cardinal Health

- 1. A+ Secure Packaging, LLC
- 2. Abilene Nuclear, LLC
- 3. Access Closure, Inc.
- 4. Acuity GPO, LLC
- 5. Aero-Med, LLC
- 6. Allegiance (BVI) Holding Co. Ltd.
- 7. Allegiance Corporation
- 8. Allegiance Healthcare (Labuan) Pte. Ltd.
- 9. Allegiance I, LLC
- 10. Allegiance Labuan Holdings Pte. Ltd.
- 11. API (Suppliers) Limited
- 12. AssuraMed Acquisition Corp.
- 13. AssuraMed Group, Inc.
- 14. AssuraMed Holding, Inc.
- 15. AssuraMed Intermediate Holding, Inc.
- 16. AssuraMed, Inc.
- 17. C. International, Inc.
- Cardinal Distribution Holding Corporation - I
- Cardinal Distribution Holding Corporation - II
- 20. Cardinal Health 100, LLC
- 21. Cardinal Health 104 LP
- 22. Cardinal Health 105, LLC
- 23. Cardinal Health 107, LLC
- 24. Cardinal Health 108, LLC
- 25. Cardinal Health 110, LLC
- 26. Cardinal Health 112, LLC
- 27. Cardinal Health 113, LLC
- 28. Cardinal Health 114, Inc.
- 29. Cardinal Health 115, LLC
- 30. Cardinal Health 116, LLC
- 31. Cardinal Health 118, LLC
- 32. Cardinal Health 119, LLC
- 33. Cardinal Health 121, LLC
- 34. Cardinal Health 122, LLC
- 35. Cardinal Health 123, LLC
- 36. Cardinal Health 124, LLC
- 37. Cardinal Health 125, LLC
- 38. Cardinal Health 126, LLC
- 39. Cardinal Health 127, Inc.
- 40. Cardinal Health 128, LLC
- 41. Cardinal Health 130, LLC

- 42. Cardinal Health 131, LLC
- 43. Cardinal Health 132, LLC
- 44. Cardinal Health 133, Inc.
- 45. Cardinal Health 2, LLC
- 46. Cardinal Health 200, LLC
- 47. Cardinal Health 201 Canada L.P.
- 48. Cardinal Health 201, LLC
- 49. Cardinal Health 215, LLC
- 50. Cardinal Health 222 (Thailand) Ltd.
- 51. Cardinal Health 242, LLC
- 52. Cardinal Health 246, Inc.
- 53. Cardinal Health 247, Inc.
- 54. Cardinal Health 249, LLC
- 55. Cardinal Health 250 Dutch C.V.
- 56. Cardinal Health 251, LLC
- 57. Cardinal Health 252, LLC
- 58. Cardinal Health 253, LP
- 59. Cardinal Health 3, LLC
- 60. Cardinal Health 414, LLC
- 61. Cardinal Health 418, Inc.
- 62. Cardinal Health 5, LLC
- 63. Cardinal Health 500, LLC
- 64. Cardinal Health 524, LLC
- 65. Cardinal Health 529, LLC
- 66. Cardinal Health 6, Inc.
- 67. Cardinal Health 7, LLC
- 68. Cardinal Health 8, LLC
- 69. Cardinal Health Australia 503 Pty Ltd.
- 70. Cardinal Health Austria 504 GmbH
- 71. Cardinal Health Belgium 505 BVBA
- 72. Cardinal Health Canada Holdings Cooperatie U.A.
- 73. Cardinal Health Canada Inc.
- 74. Cardinal Health Capital Corporation
- 75. Cardinal Health Cardiology Solutions, LLC
- 76. Cardinal Health Chile Limitada
- 77. Cardinal Health Colombia S.A.S.
- 78. Cardinal Health Commercial Technologies, LLC
- Cardinal Health Corporate Solutions, LLC
- 80. Cardinal Health D.R. 203 II Ltd.
- 81. Cardinal Health Denmark ApS
- 82. Cardinal Health do Brasil Ltda.

- 83. Cardinal Health Finance
- 84. Cardinal Health Finland Oy
- 85. Cardinal Health Foundation
- 86. Cardinal Health France 506 SAS
- 87. Cardinal Health Funding, LLC
- 88. Cardinal Health Germany 507 GmbH
- 89. Cardinal Health Germany Manufacturing GmbH
- 90. Cardinal Health Holding International, Inc.
- 91. Cardinal Health International Philippines, Inc.
- 92. Cardinal Health IPS, LLC
- 93. Cardinal Health Ireland 419 Designated Activity Company
- 94. Cardinal Health Ireland 508 Limited
- 95. Cardinal Health Ireland Manufacturing Limited
- 96. Cardinal Health Ireland Unlimited Company
- 97. Cardinal Health Italy 509 S.r.l.
- 98. Cardinal Health Japan G.K.
- 99. Cardinal Health Korea Limited
- 100. Cardinal Health Luxembourg 420 S.a.r.l.
- 101. Cardinal Health Luxembourg 522 S a r l
- 102. Cardinal Health Malaysia 211 Sdn. Bhd.
- 103. Cardinal Health Malta 212 Limited
- 104. Cardinal Health Managed Care Services, LLC
- 105. Cardinal Health Medical Products India Private Limited
- 106. Cardinal Health Mexico 244 S. de R.L. de C.V.
- 107. Cardinal Health Mexico 514 S. de R.L. de C.V.
- 108. Cardinal Health Middle East FZ-LLC
- 109. Cardinal Health MPB, Inc.
- 110. Cardinal Health Napoleon Holding, LLC
- 111. Cardinal Health Netherlands 502 B.V.
- 112. Cardinal Health Netherlands 525 Cooperatie U.A.
- 113. Cardinal Health Netherlands 528 B.V.

- 114. Cardinal Health Norway AS
- 115. Cardinal Health P.R. 120, Inc.
- 116. Cardinal Health P.R. 218, Inc.
- 117. Cardinal Health P.R. 220, LLC
- 118. Cardinal Health P.R. 436, Inc.
- 119. Cardinal Health Panama, S. de R.L.
- 120. Cardinal Health Pharmaceutical Contracting, LLC
- 121. Cardinal Health Pharmacy Services, LLC
- 122. Cardinal Health Poland Spolka z ograniczona odpowiedzialnościa
- 123. Cardinal Health Portugal 513, Unipessoal Lda.
- 124. Cardinal Health Russia
- 125. Cardinal Health Singapore 225 Pte. Ltd.
- 126. Cardinal Health Spain 511 S.L.
- 127. Cardinal Health Sweden 512 A.B.
- 128. Cardinal Health Switzerland 515, GmbH
- 129. Cardinal Health Systems, Inc.
- 130. Cardinal Health Technologies Switzerland GmbH
- 131. Cardinal Health Technologies, LLC
- 132. Cardinal Health U.K. 418 Limited
- 133. Cardinal Health U.K. 432 Limited
- 134. Cardinal Health U.K. Holding Limited
- 135. Cardinal Health U.K. International Holding LLP
- 136. Cardinal Health, Inc.
- 137. Cardinal MED Equipment Consulting (Shanghai) Co., Ltd.
- 138. Cirpro de Delicias S.A. de C.V.
- 139. Clinic Pharmacies III, LLC
- 140. Clinic Pharmacies, LLC
- 141. Community Pharmacy Enterprises, LLC
- 142. Convertors de Mexico S.A. de C.V.
- 143. Cordis (Shanghai) MED Devices Co., Ltd.
- 144. Cordis Cashel Unlimited Company
- 145. Cordis Corporation
- 146. Cornerstone Rheumatology LP
- 147. Covidien Manufacturing Solutions, S.A.

148. Dutch American Manufacturers II (D.A.M. II) B.V.

149. Ellipticare, LLC

150. EPIC Insurance Company

151. Especialidades Medicas Kenmex S.A. de C.V.

152. Experience East, LLC

153. Flexible Stenting Solutions, LLC

154. Frog Horned Capital, Inc.

155. Generic Drug Holdings, LLC

156. GetOutcomes, LLC

157. Griffin Capital, LLC

158. HDG Acquisition, LLC

159. imgRx Healdsburg, Inc.

160. imgRx Salud, Inc.

161. imgRx SJ Valley, Inc.

162. imgRx SLO, Inc.

163. imgRx Sonoma, Inc.

164. InnerDyne Holdings, Inc.

165. Innovative Therapies, LLC

166. Instant Diagnostic Systems, Inc.

167. InteCardia-Tennessee East Catheterization, LLC

168. ITI Sales, LLC

169. Kendall-Gammatron Limited

170. Killilea Development Company, Ltd.

171. Kinray I, LLC

172. KPR Australia Pty. Ltd.

173. KPR Switzerland Sales GmbH

174. KPR U.S., LLC

175. Leader Drugstores, Inc.

176. Ludlow Technical Products Canada, Ltd.

177. Marin Apothecaries

178. Medicap Pharmacies Incorporated

179. Medicine Shoppe Capital Corporation

180. Medicine Shoppe International, Inc.

181. Medicine Shoppe Internet, Inc.

182. Mediquip Sdn. Bhd.

183. Mirixa Corporation

184. MosaicGPO, LLC

185. mscripts Holdings, LLC

186. Cardinal Health International India Private Limited

187. mscripts, LLC

188. Nippon Covidien Ltd.

189. One Cloverleaf, LLC

190. Outcomes Incorporated

191. Owen Shared Services, Inc.

192. Pharmacy Operations Of New York, Inc.

193. Pharmacy Operations, Inc.

194. Physicians Purchasing, Inc.

195. Pinnacle Intellectual Property Services, Inc.

196. Pinnacle Intellectual Property Services-International, Inc.

197. Quiroproductos de Cuauhtemoc S. de R.L. de C.V.

198. RainTree Administrative Services, LLC

199. RainTree Care Management, LLC

200. RainTree GPO, LLC

201. Ransdell Surgical, Inc.

202. Red Oak Sourcing, LLC

203. Renal Purchasing Group, LLC

204. RGH Enterprises, LLC

205. RT Oncology Services Corporation

206. Rxealtime, Inc.

207. Sierra Radiopharmacy, L.L.C.

208. Sonexus Health Access & Patient Support, LLC

209. Sonexus Health Distribution Services, LLC

210. Sonexus Health Financial Solutions, LLC

211. Sonexus Health Pharmacy Services, LLC

212. Sonexus Health, LLC

213. TelePharm, LLC

214. The Harvard Drug Group, L.L.C.

215. Tianjin ITI Trading Company

216. Tradex International, Inc.

217. Traverse GPO, LLC

218. Wavemark Lebanon Offshore s.a.l.

219. Wavemark, Inc.

220. Red Oak Sourcing, LLC

221. API (Suppliers) Limited

222. Sierra Radiopharmacy, L.L.C.

223. Abilene Nuclear, LLC

224. InteCardia-Tennessee East Catheterization, LLC

225. Kendall-Gammatron Limited

- 226. Almus Pharmaceuticals USA LLC
- 227. Cardinal Health (H.K.) Co. Limited
- 228. Cardinal Health (Shanghai) Pharmaceutical Co., Ltd.
- 229. Cardinal Health (Sichuan) Pharmaceutical Co., Ltd.
- 230. Cardinal Health (Wuxi) Pharmaceutical Co., Ltd.
- 231. Cardinal Health Hedan (Shenzhen) Pharmaceutical Co., Ltd.
- 232. Dalian Zhongda Pharmaceutical Company Limited
- 233. NaviHealth Holdings, LLC
- 234. Parch, L.L.C.
- 235.6464661 Canada Inc.
- 236. Academy Of Managed Care Medicine, L.L.C.
- 237. Alaris Medical 1 (Suisse) Sarl
- 238. Alaris Medical New Zealand Limited
- 239. Allegiance Healthcare International GmbH
- 240. Allegiance Pro Inc.
- 241. Allied Healthcare Services, Inc.
- 242. Almus Pharmaceuticals Singapore Pte. Ltd.
- 243. Almus Pharmaceuticals USA LLC
- 244. American Threshold Industries, Inc.
- 245. Anoka, LLC
- 246. ARCH Collection Corporation
- 247. ARCH, S.A.
- 248. Armand Scott, LLC
- 249. Aurum Pharmaceuticals Limited
- 250. Behrens Inc.
- 251. Beijing Baiji Advanced Specialty Company Limited
- 252. Bellwether Oncology Alliance, Inc.
- 253. Bentley Merger Sub, LLC
- 254. Bindley Western Funding Corporation
- 255. Bindley Western Industries II Of Maine, Inc.
- 256. Biosigna GmbH Institut für Biosignalverarbeitung und Systemanalyse
- 257. Bird Products (Japan) Ltd.
- 258. Bird Products Corporation
- 259. Brighton Capital, Inc.

- 260. Buffalo Merger Corp.
- 261. BW Transportation Services, Inc.
- 262. Cardal II, LLC
- 263. Cardal, Inc.
- 264. Cardinal Florida, Inc.
- 265. Cardinal Health (Beijing) China Pharmaceutical Co., Ltd.
- 266. Cardinal Health (Beijing) Medical Trading Co., Ltd.
- 267. Cardinal Health (Beijing) Pharmacy Co., Ltd.
- 268. Cardinal Health (Chengdu) Pharmacy Co., Ltd.
- 269. Cardinal Health (China) Investment Co., Ltd.
- 270. Cardinal Health (Chongqing)
  Pharmaceutical Co., Ltd.
- 271. Cardinal Health (Chongqing) Pharmacy Co., Ltd.
- 272. Cardinal Health (H.K.) Co. Limited
- 273. Cardinal Health (Hubei) Pharmaceutical Co., Ltd.
- 274. Cardinal Health (L) Co., Ltd.
- 275. Cardinal Health (Liaoning) Pharmaceutical Co., Ltd.
- 276. Cardinal Health (P02296)
- 277. Cardinal Health (P04080)
- 278. Cardinal Health (Shanghai)
  Commercial and Trading Company
  Limited
- 279. Cardinal Health (Shanghai) Cosmetics Trading Co., Ltd.
- 280. Cardinal Health (Shanghai) Logistics Co., Ltd.
- 281. Cardinal Health (Shanghai) Pharmaceutical Co., Ltd.
- 282. Cardinal Health (Shanghai) Pharmacy Co., Ltd.
- 283. Cardinal Health (Shanxi) Pharmaceutical Co., Ltd.
- 284. Cardinal Health (Shenyang) Pharmacy Co., Ltd.
- 285. Cardinal Health (Sichuan) Pharmaceutical Co., Ltd.
- 286. Cardinal Health (Tianjin) Pharmaceutical Co., Ltd.

- 287. Cardinal Health (Wuxi) Pharmaceutical Co., Ltd.
- 288. Cardinal Health (WuXi) Pharmacy Co., Ltd.
- 289. Cardinal Health (Zhejiang) Pharmaceutical Co., Ltd.
- 290. Cardinal Health 101, Inc.
- 291. Cardinal Health 102, Inc.
- 292. Cardinal Health 103, Inc.
- 293. Cardinal Health 106, Inc.
- 294. Cardinal Health 109, Inc.
- 295. Cardinal Health 111, LLC
- 296. Cardinal Health 113, LLC
- 297. Cardinal Health 117, LLC
- 297. Cardinal Health 117, LLC
- 298. Cardinal Health 129, Inc.
- 299. Cardinal Health 208, Inc.
- 300, Cardinal Health 301, LLC
- 301. Cardinal Health 400, Inc.
- 302. Cardinal Health 401, Inc.
- 303. Cardinal Health 402, Inc.
- 304. Cardinal Health 403, Inc.
- 305. Cardinal Health 404, Inc.
- 306. Cardinal Health 405, Inc.
- 307. Cardinal Health 406, Inc.
- 308. Cardinal Health 406, LLC
- 309. Cardinal Health 407, Inc.
- 310. Cardinal Health 408, Inc.
- 311. Cardinal Health 409, Inc.
- 312. Cardinal Health 410, Inc.
- 313. Cardinal Health 411, Inc.
- 314. Cardinal Health 412, Inc.
- 315. Cardinal Health 413, Inc.
- 316. Cardinal Health 415, Inc.
- 317. Cardinal Health 416, Inc.
- 318. Cardinal Health 417, Inc.
- 319. Cardinal Health 419, LLC
- 320. Cardinal Health 420, LLC
- 321. Cardinal Health 421 Limited Partnership
- 322. Cardinal Health 421, Inc.
- 323. Cardinal Health 422, Inc.
- 324. Cardinal Health 501 Dutch C.V.
- 325. Cardinal Health Austria 201 GmbH
- 326. Cardinal Health Bermuda 224, Ltd.
- 327. Cardinal Health Brasil 423 Servicos Farmaceuticos Nucleares Ltda

- 328. Cardinal Health Canada 204, Inc.
- 329. Cardinal Health Canada 301, Inc.
- 330. Cardinal Health Canada 302, Inc.
- 331. Cardinal Health Canada 307, ULC
- 332. Cardinal Health Canada 403, Inc.
- 333. Cardinal Health Canada 437, Inc.
- 334, Cardinal Health Canada Inc.
- 335. Cardinal Health Canada LP
- 336. Cardinal Health Cayman Islands Holding Co. Ltd
- 337. Cardinal Health Cayman Islands Ltd.
- 338. Cardinal Health China Co., Ltd.
- 339. Cardinal Health D.R. 203 Limited
- 340. Cardinal Health Europe IT GmbH
- 341. Cardinal Health France 205 SAS
- 342. Cardinal Health France 309 SAS
- 343. Cardinal Health Germany 206 GmbH
- 344. Cardinal Health Germany 234 GmbH
- 345. Cardinal Health Germany 318 GmbH
- 346. Cardinal Health Hedan (Shenzhen) Pharmaceutical Co., Ltd.
- 347. Cardinal Health Hong Kong Limited
- 348. Cardinal Health I, Inc.
- 349. Cardinal Health Imaging, LLC
- 350. Cardinal Health India Private Limited
- 351. Cardinal Health International Ventures, Ltd.
- 352. Cardinal Health Ireland 406 Ltd.
- 353. Cardinal Health Ireland 527 General Partnership
- 354. Cardinal Health Italy 208 S.r.l.
- 355. Cardinal Health Italy 312 S.p.A.
- 356. Cardinal Health Lease Funding 2002A, LLC
- 357. Cardinal Health Lease Funding 2002AQ, LLC
- 358. Cardinal Health Lease Funding 2003A, LLC
- 359. Cardinal Health Lease Funding 2003AQ, LLC
- 360. Cardinal Health Lease Funding 2003B, LLC
- 361. Cardinal Health Lease Funding 2003BQ, LLC
- 362. Cardinal Health Lease Funding 2004A, LLC

- 363. Cardinal Health Lease Funding 2004AQ, LLC
- 364. Cardinal Health Luxembourg 523 S.a.r.l.
- 365. Cardinal Health Mauritius Holding 226 Ltd.
- 366. Cardinal Health Mexico 213, S.A. de C.V.
- 367. Cardinal Health Netherlands 238 BV
- 368. Cardinal Health Netherlands 526 B.V.
- 369. Cardinal Health Netherlands Financing C.V.
- 370. Cardinal Health Netherlands Holding B.V.
- 371. Cardinal Health New Zealand 313 Limited
- 372. Cardinal Health Norway 315 A/S
- 373. Cardinal Health P.R. 227, Inc.
- 374. Cardinal Health P.R. 409 B.V.
- 375. Cardinal Health PTS, Inc.
- 376. Cardinal Health PTS, LLC
- 377. Cardinal Health S.A. 319 (Proprietary) Limited
- 378. Cardinal Health Singapore 304
- 379. Cardinal Health Singapore 423 Pte. Ltd.
- 380. Cardinal Health Spain 219 S.L.U.
- 381. Cardinal Health Spain 239 SA
- 382. Cardinal Health Specialty Pharmacy, LLC
- 383. Cardinal Health Sweden 220 AB
- 384. Cardinal Health Sweden 314 AB
- 385. Cardinal Health Switzerland 221 Sarl
- 386. Cardinal Health Switzerland 317 Sarl
- 387. Cardinal Health Trading (Shanghai) Co., Ltd.
- 388. Cardinal Health U.K. 100 Limited
- 389. Cardinal Health U.K. 101 Limited
- 390. Cardinal Health U.K. 102 Limited
- 391. Cardinal Health U.K. 103 Limited
- 392. Cardinal Health U.K. 104 Limited
- 393. Cardinal Health U.K. 105 Limited
- 394. Cardinal Health U.K. 106 Limited
- 395. Cardinal Health U.K. 223 Limited
- 396. Cardinal Health U.K. 232 Limited
- 397. Cardinal Health U.K. 235 Limited
- 398. Cardinal Health U.K. 236 Limited

- 399. Cardinal Health U.K. 240 Limited
- 400. Cardinal Health U.K., 305 Limited
- 401. Cardinal Health U.K. 306 Limited
- 402. Cardinal Health U.K. 433 Limited
- 403. Cardinal Health U.K. 434 Limited
- 404. Cardinal Syracuse, Inc.
- 405. Cardinal.Com Holdings, Inc.
- 406. Care Fusion Development Private Limited
- 407. Care Fusion Incorporated
- 408. CareFusion 202, Inc.
- 409. CareFusion 203, Inc.
- 410. CareFusion 205, Inc.
- 411. CareFusion 206, Inc.
- 412. CareFusion 207, Inc.
- 413. CareFusion 209, Inc.
- 414. CareFusion 210, Inc. 415. CareFusion 211, Inc.
- 416. CareFusion 212, LLC
- 417. CareFusion 213, LLC
- 418. CareFusion 214, LLC
- 419. CareFusion 2200, Inc.
- 420. CareFusion 2201, Inc.
- 421. CareFusion 302, LLC
- 422. CareFusion 303, Inc.
- 423. CareFusion 304, LLC
- 424. CareFusion Australia 200 Pty Ltd.
- 425. CareFusion Australia 316 Pty Limited
- 426. CareFusion Australia 500 Pty Ltd
- 427. CareFusion Belgium 202 BVBA
- 428. CareFusion Brasil 231 Servico e Comercia de Productos Medicos Ltda
- 429. CareFusion Corporation
- 430. CareFusion EIT, LLC
- 431. CareFusion Iberia 308 S.L.U.
- 432. CareFusion Italy 237 Srl
- 433. CareFusion Italy 311 Srl
- 434. CareFusion Japan 228 K.K.
- 435. CareFusion Japan 233, Inc.
- 436. CareFusion Luxembourg 501 Sarl
- 437. CareFusion Manufacturing Ireland 241 Limited
- 438. CareFusion Manufacturing, LLC
- 439. CareFusion Netherlands 214 B.V.
- 440. CareFusion Netherlands 238 BV
- 441. CareFusion Netherlands 310 B.V.

- 442. CareFusion Netherlands 503 B.V.
- 443. CareFusion New Zealand 217 Limited
- 444. CareFusion New Zealand 313 Limited
- 445. CareFusion Resources, LLC
- 446. CareFusion Singapore 243 Pte. Ltd.
- 447. CareFusion Solutions, LLC
- 448. CareFusion U.K. 284 Limited
- 449. CareFusion U.K. 286 Limited
- 450, CareFusion U.K. 287 Limited
- 451. CareFusion U.K. 288 Limited
- 452. Cascade Development, Inc.
- 453. CCB, Inc.
- 454. CDI Investments, Inc.
- 455. Centralia Pharmacy, Inc.
- 456. Centricity, LLC
- 457. Chapman Drug Company
- 458. Chengdu Baiji Advanced Specialty Pharmacy Company Limited
- 459. Cheshire Merger Sub, Inc.
- 460. CMI Net, Inc.
- 461. College Park Plaza Associates, Inc.
- 462. Comprehensive Medical Imaging-Anaheim Hills, Inc.
- 463. Comprehensive Medical Imaging-Apple Valley, Inc.
- 464. Comprehensive Medical Imaging-Boynton Beach, Inc.
- 465. Comprehensive Medical Imaging-Downey, Inc.
- 466. Comprehensive Medical Imaging-Encino, Inc.
- 467. Comprehensive Medical Imaging-Fort Lauderdale, Inc.
- 468. Comprehensive Medical Imaging-Fremont, Inc.
- 469. Comprehensive Medical Imaging-Hesperia, Inc.
- 470. Comprehensive Medical Imaging-Huntington Beach, Inc.
- 471. Comprehensive Medical Imaging-Palm Springs, Inc.
- 472. Comprehensive Medical Imaging-Rancho Cucamonga, Inc.
- 473. Comprehensive Medical Imaging-Rancho Mirage, Inc.

- 474. Comprehensive Medical Imaging-Salisbury, Inc.
- 475. Comprehensive Medical Imaging-Sherman Oaks, Inc.
- 476. Comprehensive Medical Imaging-Tempe, Inc.
- 477. Comprehensive Medical Imaging-Van Nuys, Inc.
- 478. Comprehensive Medical Imaging-Victorville, Inc.
- 479. Comprehensive Medical Imaging-Westlake Village, Inc.
- 480. Comprehensive Open MRI-Carmichael, Inc.
- 481. Comprehensive Open MRI-Folsom, Inc.
- 482. Comprehensive Open MRI-Fullerton, Inc.
- 483. Comprehensive Open MRI-Laguna Hills, Inc.
- 484. Comprehensive Open MRI-Sacramento, Inc.
- 485. Comprehensive Reimbursement Consultants, Inc.
- 486. Consumer2patient, LLC
- 487. CR Medicap, Inc.
- 488. Curaspan Health Group, Inc.
- 489. Cytokine Pharmasciences, Inc.
- 490. Dalian Zhongda Pharmaceutical Company Limited
- 491. Daniels Pharmaceuticals Limited
- 492. DC Merger Corp
- 493. Denver Biomedical, Inc.
- 494. Desert PET, LLC
- 495. Dik Drug Company, LLC
- 496. Dik Medical Supplies, LLC
- 497. Discor Limited
- 498. Dismed Inc.
- 499. Dohmen Distribution Partners Southeast, L.L.C.
- 500. Dover Communications, LLC
- 501. Duquoin Pharmacy, Inc.
- 502. Dutch American Manufacturers (D.A.M.) B.V.
- 503. East Iowa Pharmacies, Inc.
- 504. EGIS Holdings, Inc.

- 505. Eldon Laboratories Limited
- 506. Ellicott Drug Company
- 507. EME Medical, Inc.
- 508. Enturia Canada ULC
- 509. Enturia de Mexico S. de R.L. de C.V.
- 510. Enturia Limited
- 511. Enturican, Inc.
- 512. EON Media Inc.
- 513. Eureka Merger Sub, Inc.
- 514. European Pharmaceuticals Group Ltd.
- 515. First Choice, Inc. Of Maine
- 516. Flower Merger Corp.
- 517. Futuremed Health Care Products Limited Partnership
- 518. Futuremed Healthcare Products Corporation
- 519. Futuremed Holdings General Partner Inc.
- 520. Fuzhou Baiji Pharmacy Company Limited
- 521. Gala Design, Inc.
- 522. Gelatin Products International, Inc.
- 523. Geodax Technology, Inc.
- 524. Glacier Corporation
- 525. Grand Avenue Pharmacy, Inc.
- 526. Graphic Holdings, Inc.
- 527. Griffin Group Document Management Services, Inc.
- 528. Guangzhou Baiji Advanced Specialty Pharmaceutical Chain Stores Company Limited
- 529. Guangzhou Baiji Drug Store Company Limited
- 530. Guangzhou City Kangwei Information Technology Company Limited
- 531. Guangzhou Ruixun Pharmaceutical Company Limited
- 532. Guizhou Yibai Medical Co., Ltd.
- 533. Hangzhou Baiji Advanced Specialty Drug Store Company Limited
- 534. Heartland Diagnostic Services, Inc.
- 535. HLS Advantage, LLC
- 536. Homecare (North-West) Limited
- 537. Humiston-Keeling, Inc.
- 538. IMI Of Boca Raton, Inc.
- 539. IMI Of Miami, Inc.

- 540. IMI Of North Miami Beach, Inc.
- 541. Inland Empire Regional Pet Center, LLC
- 542. InnerDyne, Inc.
- 543. Inpharm Nationwide Limited
- 544. InteCardia-Tennessee East Diagnostic, LLC
- 545. Intercare Holdings Limited
- 546. Intercare Investments Limited
- 547. Intercare Properties Plc
- 548. Iowa Falls Pharmacy, Inc.
- 549. IVAC Overseas Holdings LP
- 550. JakaMed AB AB
- 551. Jinan Baiji Drug Store Company Limited
- 552. JRG, Ltd.
- 553. Kendall Patient Recovery BVBA
- 554. Kinetic Surgical, LLC
- 555. Kinray, Inc.
- 556. Kinray, LLC
- 557. KPR Italia S.r.l.
- 558. KPR U.S., Inc.
- 559. Kunming Baiji Advanced Specialty Pharmacy Company Limited
- 560. Lake Charles Pharmaceutical Supply Company, LLC
- 561. Liaoning Longda Pharmaceutical Co., Ltd.
- 562. Liberty Communications Network, LLC
- 563. Ludlow Technical Products Corporation
- 564. Macarthy Group Trustees Limited
- 565. Macarthys Laboratories Limited
- 566. Macarthy's Limited
- 567. Marmac Distributors, Inc.
- 568. Martindale Pharma GmbH
- 569. Martindale Pharmaceuticals Limited
- 570. Medcon S.A.
- 571. MedEd Resources, LLC
- 572. Medesta Associates, LLC
- 573. Medical Concepts Development, Inc.
- 574. Medical Diagnostic Leasing, Inc.
- 575. Medical Education Systems, LLC
- 576. Medical Media Communications, LLC
- 577. Medical Strategies, Inc.

- 578. MediQual Systems, Inc.
- 579. Meditrol Automation Systems, Inc.
- 580. Meditrol, Inc.
- 581. MedMined, Inc.
- 582. Mercury Merger Sub, LLC
- 583. Mesa Merger Corp.
- 584. MicroGas Limited
- 585. MicroMedical Deutschland GmbH
- 586. Microport Healthcare, LLC
- 587. Midland Pharmacies, Inc
- 588. Mississippi Medical Supply Cooperative, L.L.C.
- 589. MRI Equipment Partners, Ltd.
- 590. Mudhen Merger Corp.
- 591. Multi-Medica S.A.
- 592. Multipharm Limited
- 593. Nanjing Baiji Advanced Specialty Drug Store Company Limited
- 594. Nanning Baiji Advanced Specialty Pharmacy Company Limited
- 595. Nationwide Ostomy Supplies Limited
- 596. Navigator Health, Inc.
- 597. NaviHealth Holdings, LLC
- 598. NaviHealth SM Holdings, Inc.
- 599. NaviHealth, Inc.
- 600. Nexus Healthcare, Inc.
- 601. Nitric Bio Therapeudics, Inc.
- 602. Northern Michigan Supply Alliance, L.L.C.
- 603. Ohio Valley-Clarksburg, Inc.
- 604. Oncology Holdings, Inc.
- 605. Onpointe Medical Communications, LLC
- 606. Oval (Shanghai) Technologies, Inc.
- 607. Oval Technologies (H.K.) Pty Limited
- 608. Owen Healthcare Building, Inc.
- 609. Pacific Surgical Innovations, Inc.
- 610. Panther Merger Sub II, Inc.
- 611. Panther Merger Sub, Inc.
- 612. Parch, L.L.C.
- 613. Parch, L.L.C. State File
- 614. ParMed Pharmaceuticals, LLC
- 615. PatientScribe Inc.
- 616. PCI Acquisition I, Inc.
- 617. PCI Acquisition II, Inc.
- 618. PCI Services Holdings, Inc.

- 619. PCI Services III, Inc.
- 620. PCI/Acquisition III, Inc.
- 621. PCI/All Pack Holdings, Inc.
- 622. PCI/Delvco, Inc. State File
- 623. PCI/Tri-Line (Usa), Inc.
- 624. Pharmaceutical & Diagnostic Services, LLC
- 625. Pharmacy Service Corporation
- 626. Phillipi Holdings, Inc.
- 627. PHR Staffing, Inc.
- 628. Post-Acute Care Center For Research, LLC
- 629. Practicome Solutions, LLC
- 630. Princeton Diagnostic Isotopes, Inc.
- 631. Priority Healthcare Services Corporation
- 632. Procedure-Based Instrument Services, L.L.C.
- 633. Productos Urologos de Mexico S.A. de C.V.
- 634. Professional Health-Care Resources, Inc.
- 635. Pyxis Capital Corporation
- 636. Pyxis Funding II, LLC
- 637. Pyxis Funding, LLC
- 638. R Cubed, Inc.
- 639. R. P. Scherer Hardcapsule (West)
- 640. R.P. Scherer Inc.
- 641. R.P. Scherer Technologies, Inc.
- 642. Radiopharmacy Of Boise, Inc.
- 643. Radiopharmacy Of Northern California, Inc.
- 644. Renlar Systems, Inc.
- 645. RightCare Solutions, Inc.
- 646. Royal Merger Sub, Inc.
- 647. Scela, Inc.
- 648. Scriptline, Inc.
- 649. SensorMedics (Deutschland) GmbH
- 650. SensorMedics Corporation
- 651. Shanghai Baiwei Drug Store Company Limited
- 652. Shanghai Cardinal Baiwei Drug Store Co., Ltd.
- 653. Shanghai Jinyi Health Management Consultation Co., Ltd.

- 654. Shanghai Luoda Pharmaceutical Company Limited
- 655. Shenzhen Zhengdan Investment Company Limited
- 656. Simolo (GL) Limited
- 657. Sistemas Medicos ALARIS S.A. de C.V.
- 658. Snowden Pencer Holdings, Inc.
- 659. Snowden Pencer, Inc.
- 660. Solomons Company
- 661. Source Medical Corporation
- 662. SRX, Inc.
- 663. Strategic Implications International, LLC
- 664. Supplyline Technologies Limited
- 665. Surgical Carepair, L.L.C.
- 666. Surgical Instrument Repair Service, L.L.C.
- 667. Syncor Belgium SPRL
- 668. Syncor Diagnostics Bakersfield, LLC
- 669. Syncor Diagnostics Dallas, LLC
- 670. Syncor Diagnostics Encino, LLC
- 671. Syncor Diagnostics Fullerton, LLC
- 672. Syncor Diagnostics Laguna Hills, LLC
- 673. Syncor Diagnostics Plano, LLC
- 674. Syncor Diagnostics Sacramento, LLC
- 675. Syncor Financing Corporation
- 676. Syncor Italy srl
- 677. The Enright Group, Inc.
- 678. The Heron Corporation
- 679. The LVC Corporation
- 680. Tianjin Cardinal Pharmacy Co., Ltd.
- 681. Toledo Pharmacy Company
- 682. Tropic Merger Sub, Inc.
- 683. UroMed, Inc.

- 684. VIASYS Healthcare Ireland Limited
- 685. VIASYS Healthcare Island EHF
- 686. VIASYS Healthcare S.A.R.L.
- 687. VIASYS Holdings Inc.
- 688. VIASYS NeuroCare France SAS
- 689. VIASYS Polymer Products LLC
- 690. Virginia Imaging Center, LLC
- 691. Virginia Merger Corporation
- 692. Vistant Corporation
- 693. Vistant Holdings, Inc.
- 694. Vubiq Inc.
- 695. Wenzhou Xinte Pharmaceutical Co., Ltd.
- 696. West Hudson, Inc.
- 697. West Texas Nuclear Pharmacy Partners
- 698. Wholesale (PI) Limited
- 699. Williams Drug Distributors, Inc.
- 700. Wolf Merger Corp.
- 701. Wrangler Acquisition Sub, Inc.
- 702. Wuhan Baiji New & Special Drug Store Company Limited
- 703. Xiamen Cardinal Baiwei Drug Store Co., Ltd.
- 704. Xi'an Baiji Advanced Specialty Pharmacy Company Limited
- 705. Yorkshire Pharmacy, Inc.
- 706. Blue Robin, LLC
- 707. SOAR Network, LLC
- 708. ScalaMed Pty. Ltd.
- 709. ScalaMed (US), Inc.
- 710. Cardinal Health Hungary Finance K.F.T.
- 711. Wavemark Cyprus Pvt. Ltd.

#### McKesson

- "Aewige" ärztliche
   Wirtschaftsgesellschaft m.b.H., HG
   Wien
- "die apoteeke in teesdorf" Mag. pharm. Gerda Kohlhauser KG, LG Wiener Neustadt
- "Esplanade-Apotheke" Mag. pharm. Anna-Maria Köck KG, Landesgericht Wels
- "Panther Apotheke" Mag. pharm. Sandra Krokos KG, Landesgericht Graz
- 5. 10101 Woodloch Forest LLC
- 6. 2012 DREAM LIMITED, England
- 7. 28CVR LIMITED, England
- 8. 3068312 Nova Scotia ULC
- 9. 3069163 Nova Scotia Limited
- 10. 3069164 Nova Scotia Limited
- 11. 30MC LIMITED, England
- 12. 701985 N.B. INC.
- 13. A C FERGUSON (CHEMIST) LIMITED, England
- 14. A. SUTHRELL (HAULAGE) LIMITED, England
- 15. A.F.M. Bergamo S.p.A., Italy
- 16. A.L.I. Holdings LLC
- 17. A.L.I. Imaging Systems Corp.
- 18. A.L.I. Technologies (International) LLC
- 19. AAH BUILDERS SUPPLIES LIMITED, England
- 20. AAH FURB PENSION TRUSTEE LIMITED, England
- 21. AAH Glass & Windows Limited, England
- 22. AAH Ireland, Dublin
- 23. AAH LIMITED, England
- 24. AAH Lloyds Insurance (IoM) Limited, Isle Of Man
- 25. AAH LLOYDS PENSION TRUSTEES LIMITED, England
- 26. AAH NOMINEES LIMITED, England
- 27. AAH ONE LIMITED, Scotland

- 28. AAH PHARMACEUTICALS LIMITED, England
- 29. AAH TWENTY FOUR LIMITED, Scotland
- 30. AAH TWENTY LIMITED, England
- 31. AAH TWENTY SIX LIMITED, England
- 32. ABG Apotheken-Beratungsgesellschaft mbH, Stuttgart
- 33. Access Health NZ Limited
- 34. AccessMed Holdings, Inc.
- 35. AccessMed, Inc. (AccessMed, LLC)
- 36. AccessMed, LLC
- 37. ACME DRUG CO. LIMITED, Scotland
- 38. Action Software, Inc.
- 39. ADDED MARKETING LIMITED, England
- 40. Adler Apotheke Krems Mag. Gabriele Denk KG, LG Krems an der Donau
- 41. Adler-Apotheke Mag.pharm. Ingrid Chvatal KG, LG Leoben
- 42. Admenta Beteiligungs GmbH, HG Wien
- 43. Admenta Denmark ApS, Copenhagen
- 44. Admenta Deutschland GmbH, Stuttgart
- 45. ADMENTA HOLDINGS LIMITED, England
- 46. ADMENTA ITALIA S.P.A., CCIAA di Bologna
- 47. ADMENTA PENSION TRUSTEES LIMITED, England
- 48. Admenta Sweden AB
- 49. ADMENTA UK LIMITED, England
- 50. Admenta Verwaltungs GmbH, HG Wien
- 51. Advanced ENT and Allergy, PLLC
- 52. Aetion, Inc.
- 53. AFM S.p.A., CCIAA di Bologna
- 54. AHLP PHARMACY LIMITED, England

- 55. ALCHEM (SOUTHERN) LIMITED, England
- 56. Aledade, Inc.
- 57. AllStripes Research, Inc.
- 58. ALPE-ADRIA PHARMA farmacevtsko podjetje d.o.o., Ljubljana
- 59. Alphar Ayeneux, Belgium
- 60. Alphar Gilly DL, Belgium
- 61. Alphar Monceau sur Sambre, Belgium
- 62. Alphar Partners SA, Belgium
- 63. Alte Löwen-Apotheke Mag. pharm. Kristina Taubald KG, HG Wien
- 64. Alte Spora Apotheke Mag.pharm. Stephan Öhlzelt KG, LG St. Pölten
- 65. American Oncology Associates, LLC
- 66. American Pharmacy Network Solutions, LLC
- 67. Amethyst Acquisition Corp.
- 68. Ancavion GmbH, AG Darmstadt
- 69. Ancillary Management Solutions, Inc.
- 70. Anton-Bruckner-Apotheke Mag.pharm. Christian Schwarzenbrunner KG, LG Linz
- 71. AOR Holding Company of Indiana, Inc. (AOR Holding Company of Indiana, LLC)
- 72. AOR Holding Company of Indiana, LLC
- 73. AOR Management Company of Alabama, Inc.
- 74. AOR Management Company of Arizona, Inc. (AOR Management Company of Arizona, LLC)
- 75. AOR Management Company of Arizona, LLC
- 76. AOR Management Company of Central Florida, Inc.
- 77. AOR Management Company of Florida, Inc.
- 78. AOR Management Company of Indiana, Inc. (AOR Management Company of Indiana, LLC)

- 79. AOR Management Company of Indiana, LLC
- 80. AOR Management Company of Kansas, Inc.
- 81. AOR Management Company of Missouri, Inc. (AOR Management Company of Missouri, LLC)
- AOR Management Company of Missouri, LLC
- 83. AOR Management Company of Nevada, Inc.
- 84. AOR Management Company of New York, Inc.
- 85. AOR Management Company of North Carolina, Inc.
- 86. AOR Management Company of Ohio, Inc.
- 87. AOR Management Company of Oklahoma, Inc. (AOR Management Company of Oklahoma, LLC)
- 88. AOR Management Company of Oklahoma, LLC
- 89. AOR Management Company of Oregon, Inc.
- AOR Management Company of Pennsylvania, Inc. (AOR Management Company of Pennsylvania, LLC)
- 91. AOR Management Company of Pennsylvania, LLC
- 92. AOR Management Company of South Carolina, Inc.
- 93. AOR Management Company of Texas, Inc.
- 94. AOR Management Company of Virginia, Inc. (AOR Management Company of Virginia, LLC)
- 95. AOR Management Company of Virginia, LLC
- 96. AOR of Indiana Management Partnership
- 97. AOR of Texas Management Limited Partnership
- 98. AOR of Texas Management, LLC
- 99. AOR Real Estate, Inc. (AOR Real Estate, LLC)

- 100.AOR Real Estate, LLC
- 101.AOR Synthetic Real Estate, Inc.

(AOR Synthetic Real Estate, LLC)

- 102.AOR Synthetic Real Estate, LLC
- 103.AORIP, Inc.
- 104.AORT Holding Company, Inc. (AORT Holding Company, LLC)
- 105.AORT Holding Company, LLC
- 106.AORT LP, LLC
- 107. Aporana AS
- 108.Apotheke "Zum Bergmann"

  Mag.pharm. Sabine Tuttner KG, LG

  Leoben
- 109.Apotheke "Zur heiligen Dreifaltigkeit" Mag. pharm. Edith Schuller-Grundnig KG, Landesgericht Korneuburg
- 110.Apotheke "Zur Mutter Gottes" Mag. pharm. Karin Nozicka KG, HG Wien
- 111. Apotheke Atzgersdorf Mr. Hermann Latzin KG, Wien
- 112.Apotheke im Messepark Mag. pharm. Dietmar Purin KG, LG Feldkirch
- 113. Apotheke Niklasdorf Mag. pharm. Matthias Schöggl KG, LG Leoben
- 114.APOTHEKE U1 TROSTSTRASSE, Mag. pharm. Max Wellan KG, HG Wien
- 115.Apotheke Zum heiligen Antonius Mag. pharm. Walter Staschek KG, LG Wiener Neustadt
- 116.Apotheke zum heiligen Schutzengel Mag.pharm. Barbara Penz-Arzberger KG, Landesgericht Graz
- 117. Apotheke zum Patriarchen Mag. pharm. Brigitte Kölbl KG, HG Wien
- 118.Apotheke Zur hl. Dreifaltigkeit Mag. pharm. Doris Richter KG, LG Wiener Neustadt
- 119.Apotheke Zur Hütte Mag. pharm. Mrak KG, LG Leoben
- 120.Apovest AS
- 121. Apovest Drift AS
- 122. Art Acquisition Subsidiary, Inc.
- 123. Ascalon International, Inc.

- 124. Aspen Health, Inc.
- 125. Atlantic Urological Associates, P.A.
- 126.ATLAS Travel Clinic Limited, England
- 127.Attentus Medical Sales, Incorporated (Attentus Medical Sales, LLC)
- 128. Attentus Medical Sales, LLC
- 129. Augmedix, Inc.
- 130.Awarix, Inc.
- 131.Axis Medical Management, Inc.
- 132.AYRSHIRE
  PHARMACEUTICALS LIMITED,
  Scotland
- 133.AZIENDA FARMACEUTICA MUNICIPALE di Cremona S.p.A., CCIAA di Cremona
- 134. Azienda Farmacie Milanesi S.p.A., CCIAA di Milano
- 135.Babbingore Limited, Dublin
- 136.BAILLIESTON HEALTH
  CENTRE PHARMACY LIMITED,
  Scotland
- 137.Ballycane Pharmacy Limited, Ireland
- 138.BANNISTER & THATCHER LIMITED, England
- 139.BARCLAY
  PHARMACEUTICALS
  (ATHERSTONE) LIMITED,
  England
- 140.BARCLAY
  PHARMACEUTICALS LIMITED,
  England
- 141.BARLEY CHEMISTS HOLDINGS LIMITED, England
- 142.BARRY SHOOTER (ROMFORD) LIMITED, England
- 143. Baylor Health Enterprises, LP
- 144.BDI Pharma, Inc. (BDI Pharma, LLC)
- 145.BDI Pharma, LLC
- 146.Beausejour Drugs Limited
- 147.BEAUTY CARE DRUGSTORES LIMITED, England
- 148.Beldere Corporation

- 149.BeneVi Health LLC (Biologics, Inc.)
- 150.BENU Apotheken B.V., Chamber of commerce Amsterdam
- 151.BENU Nederland BV, Kamer van Koophandel Amsterdam
- 152.Bergemoen Apotek AS
- 153.BERKSHIRE MEDICAL SUPPLIES LIMITED, England
- 154.BETTERLIFEHEALTHCARE LIMITED, England
- 155.BIG PHARMA LIMITED, Scotland
- 156.Biologics, Inc.
- 157.Blackhall Pharmaceutical Distributors Limited
- 158.Blackhawk Development LLC
- 159.Blackstaff Pharmaceuticals Limited, England
- 160.Blomsterdalen Apotek AS
- 161.Blue Medical Supply, Inc. (McKesson Medical-Surgical Inc.)
- 162.Boad Seven, Inc.
- 163.BOFH Holdings Unlimited Company, Ireland
- 164.Bottomline Medical Solutions, LLC (Linear Holdings, LLC)
- 165.Boulder Radiation Management Company, LLC
- 166.Bradbury (Surgical) Limited, Northern Ireland
- 167.Breamor Pharmacy Limited, Ireland
- 168.Brevard Radiation Oncology, LLC
- 169.Brickyard Acquisition Inc. (Biologics, Inc.)
- 170.BRIDPORT MEDICAL CENTRE SERVICES LIMITED, England
- 171. Brocacef Groep N.V., Maarssen
- 172.Brockton Hospital, Inc. dba Signature Healthcare Brockton Hospital, Inc.
- 173.Brockton Radiation Oncology Associates, LLC
- 174.Brockton Radiation Oncology, LLC
- 175.Brooklyn Radiation Oncology, LLC
- 176.Brukar Enterprises, Inc.
- 177.Bullet Acquisition Corporation

- 178.CAHILL MAY ROBERTS GROUP LIMITED, Dublin
- 179.California Golden State Finance Company
- 180. Camic Pharmacies Limited, Ireland
- 181.Canada Distribution Holdings Limited Partnership
- 182.Canada Retail Holdings Limited
  Partnership Societe en Commandite
  Gestion Detail Canada
- 183.Cancer Care Centers of Brevard, Inc.
- 184.Cancer Treatment Associates of Northeast Missouri, Ltd.
- 185.CancerIQ, Inc.
- 186.CARONET TRADING LIMITED, England
- 187.Carrollton Radiation Therapy Center, LLC
- 188.Cascade Medical Supply, Inc. (McKesson Medical-Surgical Minnesota Supply Inc.)
- 189. Cavalier Acquisition Company LLC
- 190.CCCN NW Building JV, LLC
- 191.Celesio Business Services Ltd., Ireland
- 192. Central Ohio Urology Group, Inc.
- 193.CENTRALE
  - D'ADMINISTRATION DE BIENS IMMOBILIERS, Bobigny
- 194.CGSF Funding Corporation (CGSF Funding LLC)
- 195.CGSF Funding LLC
- 196.Chem Labs Limited, Dublin
- 197.CHNG Newco LLC
- 198.CHNG NewSub Inc.
- 199. City of Hope Medical Foundation
- 200. City Properties, S.A.
- 201. Civiche Farmacie Desio S.p.A., Italy
- 202. Claimone, LLC (Linear Holdings, LLC)
- 203. ClaimSecure Inc. (SUCCESSOR)
- 204.CLARK CARE GROUP LIMITED, England

205.CLARK MUNRO LIMITED, Scotland

206. Clarus ONE Sourcing Services LLP

207. Clinicians Database, L.L.C.

208.CMR Holdings Ltd, Dublin

209. Coleham, Dublin

210. Colorado Cancer Centers, LLC

211.Combined Enterprises Corporation

212.COMPANY CHEMISTS

ASSOCIATION LIMITED, England

213.COMPTOIR MONEGASQUE DE BIOCHIMIE, Monaco

214.COMPTOIR PHARMACEUTIQUE MEDITERRANEEN, Monaco

215.CONSORZIO SERVIZI SALUTARI S.C.A. R.L., Italy

216.CookCo, Inc.

217. Cophana SA, Belgium

218.Corporation Groupe Pharmessor/Pharmessor Group Corporation (SUCCESSOR 10/01/2017)

219. Corporation of America

220.CoverMyMeds LLC

221.CoverMYMeds Specialty Pharmacy Holdings LLC

222.CoverMYMeds Specialty Pharmacy LLC

223.CPG Industries, Inc.

224.Crocker Plaza Company (Crocker Plaza LLC)

225.Crocker Plaza LLC

226.CROSS AND HERBERT (DEVON) LIMITED, England

227.CROSS AND HERBERT (HOLDINGS) LIMITED, England

228.CROSS AND HERBERT LIMITED, England

229.Crowley's Blackrock Limited, Dublin

230. Cypress Import Brokerage LLC

231. Cypress Medical Products LLC

232.D & K Healthcare Resources LLC

233.D & K Healthcare Resources, Inc.

(D & K Healthcare Resources LLC)

234.D & K Pharmacy Solutions, Inc.

235.D & K Receivables Corporation

236.D.F. O'Neill (Chemists) Ltd, Dublin

237.Dale Apotek AS

238.Danubia-Apotheke Mag. pharm. Barbara Sedelies KG, HG Wien

239.Dargle Pharmacies Holdings Limited, Ireland

240.DATACARE Datenpflege des Pharmagroßhandels Ges.m.b.H., HG Wien

241.DATAPHARM, Paris

242.Daytona Beach Radiation Oncology, LLC

243.DC Land Company

244.DCAZ Land Company

245.Deaconess Hospital, Inc.

246.Delta Clinical Research, LLC

247.DEPOTRADE, Bobigny

248.Derm Vantage, LLC

249.Diana-Apotheke Dr. et Mag. pharm. Michaela Stipsits KG, LG Eisenstadt

250.Die Apotheke Ebenfurth, Mag.pharm. Beate Haage-Löwe KG, LG Wiener Neustadt

251.Dispensing Solutions Acquisition Corporation (DS Holdings, Inc.)

252.Dispensing Solutions, Inc. (Dispensing Solutions, LLC)

253.Dispensing Solutions, LLC (DS Holdings, Inc.)

254.Ditt Apotek Amfi Os AS

255.Ditt Apotek Rodberg AS

256.Ditt Apotek Sorumsand AS

257.Ditt Apotek Tvedt AS

258.Diversified Healthcare, LLC

259.Dix Bulles Pharma, Belgium

260.DLI Market Intelligence ApS, Denmark

261.DOL Pharmacy Limited, Ireland

262.Donnybrook Pharmacy Limited, Ireland

263.Downtown Los Angeles Radiation Oncology, LLC

264.DS Holdings, Inc. (DS Holdings, LLC)

265.DS Holdings, LLC (McKesson Medical-Surgical Top Holdings Inc.) 266.DSRX, Inc. (DS Holdings, Inc.)

267. Dublin 2016 Acquisition, LLC

268. Dublin Holdings Acquisitions, LLC (Vantage Oncology Holdings, LLC)

269.Dublin POS I Acquisition Corp. (POS I Corp.)

270.East Indy CC, LLC

271.ECLIPSE HEALTHCARE LIMITED, England

272.Edwards Medical Supply, Inc.

273.EM Acquisition Corporation

274.Emploi AS

275.Engel-Apotheke Mag. pharm. Susanne Zauner KG, LG Wiener Neustadt

276. Ephrata Diamond Spring Water Co.

277.ESCON (ST NEOTS) LIMITED, England

278.Espafarmed S.L., Belgium

279.EUROSANTE (Société en liquidation), Luxembourg

280. Evangelical Services Corporation

281. Evesland Limited, Dublin

282. Evidation Health, Inc.

283.EVOLUTION HOMECARE SERVICES LIMITED, England

284.EXPERT HEALTH LIMITED, England

285.Family Pharmacy @ Las Colinas LLC

286.Fana Apotek AS

287.FAR.CO.SAN S.p.A., CCIAA di Arezzo

288.FARILLON LIMITED, England

289. Farmacia Garbatella I S.r.l., Italy

290.Farmacie Comunali di Modena S.p.A., Italy

291.Farmacie Comunali di Padova S.p.A., Italy

292.Farmacie di Sassuolo S.p.A., Italy

293. Farmacie Pratesi Pratofarma S.p.A., CCIAA di Prato

294.FARMALVARION S.R.L. SOCIO UNICO, Italy

295.FASTPRO International, Inc.

296.Federal Medical Supplies, Inc. (McKesson Medical-Surgical Minnesota Supply Inc.)

297. Felview Limited, Dublin

298. First Aid Service, Inc.

299.First Choice Medical Supply Holding, Inc. (First Choice Medical Supply Holding, LLC)

300.First Choice Medical Supply Holding, LLC

301. First Choice Medical Supply, LLC

302.FIRTH & PILLING LIMITED, England

303.Flex-Master Technology Holdings, Inc.

304.Floriani-Apotheke Mag.pharm. Doris Leykauf KG, LG Graz

305. Foremost de Venezuela, S.A. (Forvensa)

306. Foremost Homes Hawaii, Ltd.

307. Foremost Iran Corporation

308. Foremost Shir, Inc.

309. Foremost Tehran, Inc.

310.FOSTER & PLUMPTON GROUP LIMITED, England

311.FOSTER & PLUMPTON LIMITED, England

312. Foundation For Opioid Response Efforts

313.FU-RAD Holdings, LLC

314.G J MALEY LIMITED, Isle Of Man

315.G K CHEMISTS (GLOS) LIMITED, England

316.G K CHEMISTS LIMITED, England

317. Galileo, Inc.

318.GEHE Immobilien GmbH & Co. KG, Stuttgart

319.GEHE Immobilien Verwaltungs-GmbH, Stuttgart

320.GEHE Pharma Handel GmbH, Stuttgart

321.General Medical Inc.

322.GEORGE STAPLES (STOKE) LIMITED, England

323.Gerard Ryan Pharmacy (Clonmel) Limited, Dublin

324.GERSTHOFER-APOTHEKE Mag.pharm. Elisabeth Reisegger KG, HG Wien

325.GI Winston Parent LP

326. Giardina Enterprises, Inc.

327.Glendale Radiation Oncology, LLC (Vantage Oncology Treatment Centers, LLC)

328. Golden State Company, Ltd.

329.Golden State Corporate Services LLC

330.Golden State Insurance Company Limited

331.Golden State Milk Products Company

332.Goodman Manufacturing Company

333. Gorrys Pharmacy Limited, Ireland

334.Goviltown Limited, Westmeath

335.GPL 2007 LIMITED, England

336.GRAEME PHARMACY

(STIRLING) LIMITED, Scotland

337.GREENS PHARMACEUTICAL (HOLDINGS) LIMITED, England

338.Greenville Radiation Care, Inc.

339.Greystones Pharmacy Limited, Dublin

340.GROUPE PHR, France

341.Gulf South Medical Supply, Inc. (Gulf South Medical Supply, LLC)

342.Gulf South Medical Supply, LLC

343. Gwinnett Radiation Oncology, LLC

344.H THATCHER LIMITED, England

345.Haleston Enterprises Limited, Dublin

346.Harvard Medical Faculty Physicians at Beth Israel Deconess Medical Center, Inc.

347. Hassingen Apotek

348.HBO & Company (VI), Inc.

349.HBO & Company of Georgia

350.HBOC Ventures, Inc.

351.HC Beteiligungsgesellschaft mbH, HG Wien

352.HDSC Acquisition Corp.

353. Health Data Sciences Corporation

354. Health Mart Atlas, LLC

355. Health Mart Systems, Inc.

356.HEALTH NEEDS LIMITED, England

357.Health Ventures

358.HEALTHCLASS LIMITED, England

359.Healthgrades Operating Company, Inc.

360.Heinz Management Co.

361. Helmard Holdings Limited, Dublin

362.HEP HealthQx Holdings, Inc. (McKesson Technologies Inc.)

363.Herba Chemosan Apotheker-AG, HG Wien

364.HERBERT FERRYMAN LIMITED, England

365.Hercules Parent LLC

366.Herz — Jesu Apotheke Mag. Pharm. Marianne Keller KG, HG Wien

367.Herz Jesu Apotheke & Parfümerie Mag. Pharm. Ingrid Heller KG, LG Feldkirch

368.HF Land Company

369.HFN of Northwest Florida, Inc.

370.HIGGINS & SON (CHEMISTS) LIMITED, England

371.HILL-SMITH (WARRINGTON) LIMITED, England

372.Hims, Inc.

373.HisComp Co., Zee Medical Service Co.

374.HMS Acquisition Corp.

375.HOLLYFAR - Marcas e Comunicação, Unipessoal, Lda., Portugal

376.Holmlia Apotek AS

377.HOLMSCROFT HC LIMITED, Scotland

378.HOLON, S.A., Portugal

379. Honeybee Bridge LLC

380.HTP Inc. (HTP LLC)

381.HTP LLC 382. Hubertus-Apotheke Mag. pharm. E. Klettenhofer KG, HG Wien 383.HUSKY AQUISITION INC. 384. Hygeia Bottled Water, Inc. 385.HYWEL DAVIES (CAERPHILLY) LIMITED, England 386.IHA Corp. 387.Imagine Health, Inc. 388.INDEPENDENT PHARMACY CARE CENTRES (2008) LIMITED, England 389.Indian River Radiation Oncology, LLC 390.Infolab, LLC 391.Innovent Oncology, LLC 392.INSPIRON DISTRIBUTION LIMITED, England 393.Integrated Cancer Care, LLC 394.Integrated Pathology Services 395.IntelliClaim, Inc. 396.Inten GmbH, Stuttgart 397.Intercal, Inc. 398.International Dairy Engineering Co. of Asia, Inc. 399.InterQual Inc. 400.intraFUSION GP, LLC 401.Intrafusion Holding Corp. 402.intraFUSION Purchasing Network, LLC 403.intraFUSION Research Network, LLC 404. Inviva, McKesson Pharma Care Network Corporation / La Corporation Inviva, Reseau de soins pharmacologiques McKesson (SUCCESSOR) 405. Iowa Pharmaceutical Services, LLC 406.IPCC LIMITED, England 407.IPD Holdings, Inc. 408.IVXpress, Inc. 409.J S DENT LIMITED, England 410.J.G. Crowley Pharmacy Limited,

Dublin

411.JACS, Inc.

412.Jaron, Inc.

413.Jeffersonville Radiation Technology, LLC 414.Jeløy Apotek AS 415. Jessheim Apotek AS 416. Jewett Drug Co. 417. Jewett Drug LLC 418. Johannes Apotheke Mag. pharm. Deutsch KG, LG Graz 419.JOHN BELL & CROYDEN LIMITED, England 420.JOHN HAMILTON (PHARMACEUTICALS) LIMITED, Scotland 421. Jupiter Acquisition Ltd. 422.Kairnbury, Dublin 423. Kathleen Properties Subdivision Association, Inc. 424.Keling Limited 425. Keltman Pharmaceuticals, Inc. (Linear Holdings, LLC) 426.Kemofarmacija, veletrgovina za oskrbo zdravstva, d.d., Ljubljana 427.Keystone/Ozone Pure Water Company 428.Kilshallow Limited, Dublin 429.KINGSWOOD CHEMISTS LIMITED, England 430.KINGSWOOD GK LIMITED, **England** 431.Kitco, Inc. 432. Knowledgeable Healthcare Solutions, Inc. 433.Komodo Health, Inc. 434.Koneska Health, Inc. 435.Kreuz-Apotheke KG, HG Wien 436.KWS & P, Inc 437.KWS & P/SFA, Inc. 438.KYLE & CARRICK HOLDINGS LIMITED, Scotland 439.Kyruus, Inc. 440.Laboratoria Flandria NV, Belgium 441. Laboratory Supply Company 442. Labsco Holdings, Inc. (McKesson Medical-Surgical Inc.) 443.Leesburg Radiation Oncology, LLC

- 444.LEVELCROWN LIMITED, England
- 445.Liberty Real Estate NJ LLC
- 446.Lightship, Inc.
- 447.Lind-Apotheke Mag. pharm. Alexander Telesko KG, LG Klagenfurt
- 448.Linear Holdings, Inc. (McKesson Medical-Surgical Top Holdings Inc.)
- 449.Linear Holdings, LLC (Linear Holdings, Inc.)
- 450.Linear Medical Solutions, LLC
- 451.LINFORD PHARMACIES LIMITED, England
- 452.LISEAPOTEKENE AS
- 453.Lissone Farmacie S.p.A., CCIAA di Monza e Brianza
- 454.Live Better with Limited
- 455.LIVINGSTON HEALTH CENTRE (P.D) CO. LIMITED, Scotland
- 456.LKW, Inc.
- 457.LLOYDS CHEMISTS LIMITED, England
- 458.LLOYDS CHEMISTS RETAIL (NORTHERN) LIMITED, England
- 459.LLOYDS CHEMISTS RETAIL LIMITED, England
- 460.LLOYDS GROUP PROPERTIES LIMITED, England
- 461.Lloyds Pharmacy Clinical Homecare Limited, England
- 462.LLOYDS PHARMACY LIMITED, England
- 463.LLOYDS PROPERTIES LIMITED, England
- 464.LLOYDS Property Management Company Belgium S.A., Belgium
- 465.LLOYDS RETAIL CHEMISTS LIMITED, England
- 466.Lloyds Retail S.r.l., Socio Unico, Italy
- 467.LLOYDSFARMACIA ROMA 4 S.R.L., Italy
- 468.Lloydspharma Group S.A., Belgium
- 469.Lloydspharma S.A., Belgium

- 470.Lloydspharmacy Ireland Limited, Dublin
- 471.Lory Apotheke Mag. pharm. Karin Eichinger KG, HG Wien
- 472.LP Clinical Homecare Group Limited, England
- 473.LPL ONE LIMITED, England
- 474.LVS Parent, LLC
- 475.M H GILL LIMITED, England
- 476.M PAYNE & CO LIMITED, England
- 477.M2Gen Holdings LP
- 478.Macfor International Finance Company
- 479.MACON Acquisition Corp.
- 480.Macro Helix LLC
- 481. Madison Acquisition Inc.
- 482.Marathon Acquisition Subsidiary, Inc.
- 483.Mariahilf-Apotheke Mag. pharm. Christoph Rücklinger KG, LG St. Pölten
- 484.Mariahilf-Apotheke Mag. pharm. Helga Mann KG, Landesgericht Graz
- 485.Marien-Apotheke Mag. pharm. Thomas Job KG, LG Eisenstadt
- 486.Marien-Apotheke, Mag.pharm. Eva Grabner KG, Landesgericht Korneuburg
- 487. Maryland First Aid Co., Inc.
- 488.MASTA Limited, England
- 489. Masters Drug Company, Inc.
- 490.MATIS Immobilien OHG, Stuttgart
- 491.Matternet, Inc.
- 492. Maurice F. Dougan Limited, Dublin
- 493. May Roberts Ltd, Dublin
- 494.MCK Acquisition Corp.
- 495.McK International Financial Holdings (Barbados) SRL
- 496.McKesson (Cayman Islands) Inc.
- 497.McKesson (Shanghai) Trading Company Limited
- 498.McKesson + Strategic Solutions ULC / Solutions Strategiques McKesson + ULC

- 499.McKesson Automation Systems Inc.
- 500.McKesson Belgium Holdings SPRL, Belgium
- 501.McKesson Business Services Lithuania, UAB
- 502.McKesson Canada Corporation / La Corporation McKesson Canada (PREDECESSOR)
- 503.McKesson Canada Corporation/La Corporation McKesson Canada (SUCCESSOR)
- 504.McKesson Canada Finance IA ULC
- 505.McKesson Canada Finance IB ULC
- 506.McKesson Capital Funding Corp.
- 507.McKesson Capital Funding Corporation
- 508.McKesson Capital LLC
- 509.McKesson Central Fill LLC (McKesson Distribution Holdings LLC)
- 510.McKesson Contract Research Organization LLC
- 511.McKesson Cork Business Solutions Unlimited Company
- 512.McKesson Corporate Properties, Inc.
- 513.McKesson Corporation
- 514.McKesson Development Corp.
- 515.McKesson Distribution Holdings LLC
- 516.McKesson Drug Company LLC
- 517.McKesson Europe AG
- 518.McKesson Europe Holdings GmbH & Co. KGaA
- 519.McKesson Europe Holdings Verwaltungs GmbH
- 520.McKesson Europe Services GmbH
- 521.McKesson Financial Holdings II Unlimited Company
- 522.McKesson Financial Holdings Unlimited Company
- 523.McKesson Financing Trust III
- 524.McKesson Financing Trust IV
- 525.McKesson Foundation Inc.
- 526.McKESSON FRANCE HOLDINGS, Bobigny

- 527.McKesson France Retail, Bobigny B
- 528.McKesson Funding Company of Canada
- 529.McKesson Global Procurement & Sourcing Limited
- 530.McKesson Global Sourcing Limited
- 531.McKesson Global Sourcing Limited [Irish Branch]
- 532.McKesson Health Solutions Holdings LLC
- 533.McKesson Health Solutions LLC
- 534.McKesson Health Solutions Puerto Rico Inc.
- 535.McKesson Health Solutions Texas Inc.
- 536.McKesson High Volume Solutions Inc.
- 537.McKesson Information Solutions Finance S.a.r.l.
- 538.McKesson Information Solutions Holdings II S.a.r.l.
- 539.McKesson Information Solutions Holdings III S.a.r.l.
- 540.McKesson Information Solutions Holdings IV S.a.r.l.
- 541.McKesson Information Solutions Holdings V S.a.r.l.
- 542.McKesson Information Solutions III LLC
- 543.McKesson Information Solutions Inc. (McKesson Information Solutions LLC)
- 544.McKesson Information Solutions IV
- 545.McKesson Information Solutions LLC
- 546.McKesson Information Solutions Topholdings S.a.r.l.
- 547.McKesson Information Solutions UK Limited
- 548.McKesson International Bermuda IP2A Limited
- 549.McKesson International Bermuda IP2B Unlimited
- 550.McKesson International Bermuda IP3A Limited

- 551.McKesson International Bermuda IP3B Unlimited (McKesson International Bermuda IP3A Limited)
- 552.McKesson International Bermuda IP4A Limited
- 553.McKesson International Bermuda IP4B Unlimited (McKesson International Bermuda IP4A Limited)
- 554.McKesson International Bermuda IP5A Limited
- 555.McKesson International Bermuda IP5B Unlimited (McKesson International Bermuda IP5A Limited)
- 556.McKesson International Bermuda Opco1A Limited
- 557.McKesson International Bermuda Opco1B Unlimited (McKesson International Bermuda Opco1A Limited)
- 558.McKesson International Bermuda Opco3A Limited
- 559.McKesson International Bermuda Opco3B Unlimited (McKesson International Bermuda Opco3A Limited)
- 560.McKesson International Bermuda Opco4A Limited
- 561.McKesson International Bermuda Opco4B Unlimited
- 562.McKesson International Finance III Limited (McKesson US Finance Corporation)
- 563.McKesson International Finance S.a.r.l.
- 564.McKesson International Holdings III S.a.r.l.
- 565.McKesson International Holdings IV S.a.r.l.
- 566.McKesson International Holdings S.a.r.l.
- 567.McKesson International Holdings Unlimited Company

- 568.McKesson International Holdings VI S.a.r.l.
- 569.McKesson International Holdings VII S.a.r.l.
- 570.McKesson International Investment Corp.
- 571.McKesson International Ireland I Limited
- 572.McKesson International LLC
- 573.McKesson International Malaysia Sdn Bhd
- 574.McKesson International S.a.r.l.
- 575.McKesson International Topholdings S.a.r.l.
- 576.McKesson Ireland Limited
- 577.McKesson Logistics Solutions
- 578.McKesson Medical Imaging Company Ltd. (predecessor)
- 579.McKesson Medical-Surgical FDT Inc.
- 580.McKesson Medical-Surgical Government Solutions LLC
- 581.McKesson Medical-Surgical Holdings Inc.
- 582.McKesson Medical-Surgical Inc.
- 583.McKesson Medical-Surgical Iowa Inc.
- 584.McKesson Medical-Surgical Iowa Supply Inc.
- 585.McKesson Medical-Surgical Maine Inc.
- 586.McKesson Medical-Surgical Manufacturing Inc.
- 587.McKesson Medical-Surgical MediMart Inc.
- 588.McKesson Medical-Surgical MediNet Inc.
- 589.McKesson Medical-Surgical Minnesota Inc. (McKesson Medical-Surgical Holdings Inc.)
- 590.McKesson Medical-Surgical Minnesota Supply Inc.
- 591.McKesson Medical-Surgical Supply Chain Services LLC
- 592.McKesson Medical-Surgical Top Holdings Inc.

- 593.McKesson Medication Management Holdings Inc.
- 594.McKesson Medication Management Virgin Islands Inc.
- 595.McKesson Norway Holdings AS
- 596.McKesson Pharmacy Optimization LLC
- 597.McKesson Pharmacy Systems Canada ULC
- 598.McKesson Pharmacy Systems LLC
- 599.McKesson Plasma and Biologics LLC
- 600.McKesson Prescription Drug Plan LLC
- 601.McKesson Property Company, Inc.
- 602.McKesson Purchasing Company LLC
- 603.McKesson Services Inc. (McKesson Services LLC)
- 604.McKesson Services LLC
- 605.McKesson Sourcing Services Inc.
- 606.McKesson Specialized Distribution Inc. / McKesson Distribution Specialisee Inc. (Successor)
- 607.McKesson Specialty Arizona Inc.
- 608.McKesson Specialty Care
  Distribution Corporation (McKesson
  Specialty Care Distribution LLC)
- 609.McKesson Specialty Care Distribution JV LLC
- 610.McKesson Specialty Care Distribution LLC
- 611.McKesson Specialty Corporation
- 612.McKesson Specialty Distribution LLC
- 613.McKesson Specialty Health Innovative Practice Services, LLC
- 614.McKesson Specialty Health Management Services LLC
- 615.McKesson Specialty Health
  Pharmaceutical & Biotech Solutions,
  LLC
- 616.McKesson Specialty Health
  Pharmaceutical & Biotech Solutions,
  LP (McKesson Specialty Health

- Pharmaceutical & Biotech Solutions, LLC)
- 617.McKesson Specialty Health Technology Products LLC
- 618.McKesson Specialty Pharmacy, LP (RxC Acquisition Company)
- 619.McKesson Specialty Prescription Services (Atlantic) Corporation/Corporation McKesson Services de Prescription Spécialisée (Atlantique)
- 620.McKesson Specialty Prescription Services (B.C.) Corporation
- 621.McKesson Specialty Prescription Services Corporation
- 622.McKesson SPS (Manitoba) Corporation
- 623.McKesson Strategic Services Limited
- 624.McKesson Technologies Inc.
- 625.McKesson Trading Company
- 626.McKesson Transportation Systems, Inc.
- 627.McKesson UK Finance I Limited
- 628.McKesson UK Finance IA Limited
- 629.McKesson UK Finance II Limited
- 630.McKesson UK Finance V Limited
- 631.McKesson UK Holdings Limited
- 632.McKesson US Finance Corporation
- 633.McKesson US Holdings GP
- 634.McKesson Ventures LLC
- 635.McKesson Ventures Unlimited Company
- 636.McQueary Bros. Drug Company
- 637.McQueary Bros. Drug Company, LLC
- 638.McSweeney Dispensers 10 Limited, Ireland
- 639.McSweeney Dispensers 23 Limited, Ireland
- 640.MDD pharma N.V., Belgium
- 641.MED3000 Health Solutions Southeast
- 642.MED3000 RPG
- 643. Medaid Supply, Inc.

- 644. Medcon Telemedicine Technology, Inc.
- 645.Median Healthcare Services Unlimited Company, Ireland
- 646.Medical & Vaccine Products, Inc.
- 647.Medical Advisory Services for Travellers Abroad Limited, England
- 648.Medical Specialties Distributors Holdings, Inc. (MSD Parent Corporation)
- 649.Medical Specialties Distributors, LLC
- 650.Medical Specialties Holdings Corp. (Medical Specialties Holdings II Corp.)
- 651. Medical Specialties Holdings II Corp.
- 652.Medicentres Canada Inc. (SUCCESSOR)
- 653.Medicine Shoppe Atlantic Corporation
- 654.Medicine Shoppe Canada Corporation
- 655.Medicine Shoppe Canada Real Estate Corporation
- 656.MEDIMART LIMITED, England
- 657. Medi Vation, Inc.
- 658.MedVantx, Inc.
- 659.MedVentive Inc.
- 660.MeMed CZ s.r.o., Praha
- 661. Memorial Hermann Hospital System
- 662.Menges Medizintechnik Schweiz AG, Sankt Gallen
- 663.Merlin Subsidiary Inc.
- 664.Merrick Healthcare Limited
- 665.Metabolic Healthcare Holdings Limited, England
- 666.Metabolic Healthcare Limited, England
- 667. Methodist Hospital of Dallas
- 668.Metropolitan Integrated Cancer Center, L.L.C.
- 669.MH/USON Radiation Management Company, LLC
- 670.MHD-USO General, LLC

- 671.MHD-USO Management Company, LP
- 672.MHS Connecticut LLC
- 673.Michigan Pharmaceutical Services,
- 674.Mid-Atlantic Radiation Oncology LLC
- 675.Millennium Merger Corporation
- 676. Mohawk Liqueur Corporation
- 677.Mohren-Apotheke Mag. Christian Müller KG, LG Graz
- 678. Monarch Insurance Company LLC
- 679.Moore Medical LLC (McKesson Medical-Surgical Government Solutions LLC)
- 680. Mosaic Acquisition Corporation
- 681.Mother Frances Hospital Regional Health Care Center
- 682.MOUNT PHARMACY LIMITED, England
- 683.MSA Products LLC
- 684.MSD Acquisition Corp. (Medical Specialties Holdings Corp.)
- 685.MSD Parent Corporation (MSD Acquisition Corp.)
- 686. Multum Information Services, Inc.
- 687.MUNRO PHARMACY LIMITED, Scotland
- 688.MWPC Acquisition Corp.
- 689.MWPC Acquisition Corp. (PA)
- 690.My MHealth Limited, England & Wales
- 691.myhca, inc.
- 692.NARO, LLC
- 693. National Oncology Alliance, Inc.
- 694. Natureline, Dublin
- 695.NDC of Canada, Inc.
- 696.NDCHealth Corporation
- 697.NDCHealth Pharmacy Systems and Services, Inc.
- 698.Nebraska Pharmaceutical Services, LLC
- 699. Negatron, Inc.
- 700. Nensi d.o.o., Ljubljana
- 701.NERO GP, LLC

702. New Experimental Therapeutics of San Antonio, LLC

703.NEW KIRK PHARMACY LIMITED, Scotland

704. New Mexico Pharmaceutical Services, LLC

705.NewHealthCo, LLC

706.NexCura, LLC (McKesson Specialty Health Technology Products LLC)

707.Next Virginia, LLC

708. Nibelungen-Apotheke Mag. pharm. Michaela Wachter KG, LG St. Pölten

709. Norsk Medisinaldepot AS

710.North Carolina Pharmaceutical Services, LLC

711. North Texas Health Facilities Management, Inc.

712. Northeast Pennsylvania Radiation Oncology, LP

713. Northern Arizona Oncology Centers, LLC

714. Northern Boulevard Radiation Oncology Management, LLC

715.Northern San Fernando Valley Radiation Oncology, LLC

716.Northstar Healthcare Holdings Limited

717. Northstar Healthcare Holdings Unlimited Company

718. Northstar Healthcare Limited

719. Northstar Healthcare Unlimited Company

720.Northstar International Holdings Limited

721.Northstar Rx LLC

722. Norvern Enterprises, Inc.

723.NR Direct, Inc. (McKesson Patient Care Solutions Inc.)

724.O'Leary Pharmacy (Lucan) Limited, Dublin

725.OCP FORMATION, Bobigny

726.OCP PORTUGAL, PRODUTOS FARMACÊUTICOS, S.A., Maia

727.OCP REPARTITION, Bobigny B

728.OCP, Bobigny

729.OncoHealth Group Holdings, L.P.

730.OncoHealth Intermediate, Inc.

731.OncoHealth Parent, Inc.

732.Oncology Analytics, Inc.

733.Oncology Holdings II, Inc.

734.Oncology Holdings, Inc.

735.Oncology Rehab Partners, LLC

736.Oncology Therapeutics Network Corporation

737. Oncology Today, LP

738.OnMark, Inc.

739.Ontada LLC

740. Optimed Health Limited, England & Wales

741.Orca Acquisition Corp.

742.Ørebekk Apotek AS

743.Oswald-Apotheke Mag. pharm. Ilse Pedevilla KG, LG Feldkirch

744.OTN Generics, Inc.

745.OTN Participant, Inc.

746. Outpatient Infusion Systems, Inc.

747.Øygarden Apotek AS

748.P C Cahill & Company Limited, Dublin

749.P.L.C.E., Inc.

750.Packable Holdings, LLC

751.Packet Merger Sub Inc.

752.PALEMODA LIMITED, England

753.Palm Merger Sub, Inc.

754.Panther Acquisition Corporation

755.Panther-Apotheke Mag. pharm. Margarete Breyha KG., LG St. Pölten

756.Paracelsus-Apotheke Mag. pharm. Dr. Birgit Müller KG, Austria

757. Pathology Service Associates, LLC

758. Pathway Purchasing Network, LLC

759.Patient Account Management Services, Inc.

760.PAUL WHEELER LIMITED, England

761.PCB SA, Belgium

762.PEEL STREET PHARMACY LIMITED, England

763.peerVue, Inc. (DE)

764.peerVue, Inc. (NH)

765.Pemberton Marketing International Limited

766.Penn-Chem Corporation

767.PERILLA Grundstücks-Verwaltungsgesellschaft mbH & Co. KG, AG München

768.Per-Se Transaction Services, Inc.

769.PF2 McKesson Technologies Inc.

770.PF2 SpinCo Inc.

771.Pharma Belgium Belmedis SA, Belgium

772.PHARMA PARTNERS, Belgium

773.Pharma Services (NI) Limited, Northern Ireland

774.Pharmaceutical Distributors
Federation Ireland Company Limited
By Guarantee

775.Pharmaceutical Support Services, Inc.

776.Pharmacie Ananga-Talom, Belgium 777.Pharmacie de la Bascule, Belgium

778.PHARMACTIV DISTRIBUTION, Bobigny B

779.Pharmacy O'Riada Holdings Limited, Dublin

780.PHARMAGEN LIMITED, England 781.PHILIP GOODMAN LIMITED,

**England** 

782.PHR ANTILLES, FORT DE FRANCE

783. PhyServ Solutions, Inc.

784. Physician Micro Systems, Inc.

785.Physician Oncology Services Management Company, LLC

786. Physician Reliance Holdings, LLC

787. Physician Reliance Maryland, LP

788. Physician Reliance Network, Inc. (Physician Reliance Network, LLC)

789. Physician Reliance Network, LLC

790. Physician Reliance, L.P.

791. Physician Reliance, LLC

792. Physician Sales & Service Limited Partnership

793. Physician Sales & Service, Inc. (McKesson Medical-Surgical Top Holdings Inc.)

794.Pindsle Apotek AS

795.PMLX Limited

796.POC Management Group, LLC (Dispensing Solutions, Inc.)

797. Podiatry Online, Inc.

798.Portico Systems of Delaware, Inc.

799.POS I Corp. (Dublin 2016 Acquisition, LLC)

800.Pratt Radiation Oncology Associates, Inc.

801.Presbyterian Cancer Center-Dallas, LLC

802.Presbyterian Hospital of Dallas

803. Prescribing Support Services Limited, England & Wales

804.Prima Brands Limited, Northern Ireland

805.PRIMELIGHT LIMITED, England

806.Prismedica S.A.S.

807.PRN Physician Reliance, LLC

808.Pro-AvO GmbH, Deutschland

809. Proclaim, Inc. (McKesson Medical-Surgical MediMart Inc.)

810.PRODILAB, France

811.Providence Radiation Oncology Partners LLC

812.PSS China Sourcing Limited

813.PSS Global Holdings

814.PSS Global Sourcing China Business Trust

815.PSS Global Sourcing Hong Kong Limited

816.PSS Global Sourcing Limited [Hong Kong]

817.PSS HK 1 Limited

818.PSS Holding, Inc. (McKesson Medical-Surgical Inc.)

819.PSS Service, Inc. (McKesson Medical-Surgical Top Holdings Inc.)

820.PSS Southeast Asia Limited

821.PSS World Medical, Inc.

822.PST Products, LLC

823.PST Services, Inc. (PST Products, LLC)824.Purchasing Alliance for Clinical

Therapeutics, LLC

825.R F FOSKETT & SON LIMITED, England

826.R GORDON DRUMMOND LIMITED, England

827.R/X Automation Solutions, LLC

828.Raabtal-Apotheke Mag.pharm. Karin Drawetz KG, Landesgericht Graz

829. Radiation Oncology Associates, Inc.

830.Radiation Oncology Services of America, Inc.

831.Radiotherapy Clinic Holdings, LLC

832.Radiotherapy Clinics of Kentuckiana, LLC

833.Radiotherapy Clinics of Kentuckiana-2, LLC

834. Radius Data Solutions, LLC

835.Radius Reimbursement Services, LLC

836.Radunnco, Inc.

837.Rancare, Inc.

838.Randolph Home Care Inc.

839.Randolph Medical Inc.

840.RCOG Cancer Centers, LLC

841.Rebel Distributors Corp. (McKesson Medical-Surgical Top Holdings Inc.)

842.recucare GmbH, Stuttgart

843.recusana GmbH, Stuttgart

844.Regenbogenapotheke "Am Leberberg" Mag. pharm. Andreas Portisch KG, HG Wien

845. Reimagine Care, Inc.

846.RelayHealth Corporation
(McKesson Information Solutions LLC)

847.Renoir Acquisition Corporation

848.Renoir Acquisition Corporation (DE)

849.RESEAU SANTE, BREST

850.RetraceHealth, Inc.

851.Rexall Pharmacies (BC) ULC

852.Rexall Pharmacies (SASK) ULC

853.Rexall Pharmacies Ltd.

854.Rexall Pharmacy Group Ltd.

855.Rexall Pharmacy Group ULC

856.Rexall/Pharma Plus Pharmacies (BC) Ltd.

857.Rexall/Pharma Plus Pharmacies (Sask) Ltd.

858.Rexall/Pharma Plus Pharmacies Ltd.

859.Riel, Inc.

860.Riverside Radiation Oncology, LLC (Vantage Oncology Treatment Centers, LLC)

861.R-jet, Incorporated

862.RMCC Cancer Center, Inc. (RMCC Cancer Center, LLC)

863.RMCC Cancer Center, LLC

864.Rock Health Seed Fund II, LLC

865.ROSA of Eastern Shore, LLC

866.ROSA of Georgia, LLC

867.ROSA of South Alabama, LLC

868.ROSA of Southern New Jersey, LLC

869. Roth Medical Services, Inc.

870.RPRS, LLC

871.RX Information Technology LLC

872.RxC Acquisition Company

873.RxCrossroads 3PL LLC

874.RxVantage, Inc.

875.Ryle and De Lacy Pharmacies Limited, Ireland

876.S.K.U., Inc.

877. Salus-Apotheke Mag. pharm. Simone Gaigg KG, Salzburg

878.Salvator - Apotheke Mag. pharm. Gertrude Pölzl KG, LG Leoben

879.San Bruno Mountain Ltd., A California Limited Partnership

880.Sandviken Apotek AS

881.Sangers (Northern Ireland) Limited, Northern Ireland

882.SANOVA Pharma GesmbH, HG Wien

883.SAVORY & MOORE (JERSEY) LIMITED, Jersey

884.SAVORY & MOORE LIMITED, Scotland

885.SCHOLES (CHEMISTS) LIMITED, England

886. Schutzengelapotheke Neufeld Mag. Schweifer KG, LG Eisenstadt

887.Scrip Pak, LLC (Linear Holdings, LLC)

888.Script2U Holdings LLC

889.Script2U LLC

890.ScriptHero LLC

891.ScriptHero Pharmacy Holdings LLC

892.ScriptHero Pharmacy LLC

893.Select RX, LLC (Linear Holdings, LLC)

894. SelectPlus Oncology, LLC

895. Senior Housing NewCo, LLC

896.Sens Arbeidsinkludering AS

897. Sens Eiendom AS

898. Sens Gruppen AS

899.Sens Utvikling AS

900.SERVICE DE LA REPARTITION PHARMACEUTIQUE, Paris

901.SF Valley Derm Equipment I, LLC

902. Sherman Oaks Radiation Oncology, LLC (Vantage Oncology Treatment Centers, LLC)

903.Sherman Oaks Radiation Technology, LLC (Vantage Oncology Treatment Centers, LLC)

904. Shoup Properties, Inc.

905.SHS V Medtech Investments GmbH & Co. KG

906. Simply Medical LLC

907. Sisters of Charity of the Incarnate Word

908.SIVEM Pharmaceuticals ULC/SIVEM Produits Pharmaceutiques ULC

909.Six R Investments, Inc.

910.SMP Enterprises-Illinois, Inc.

911.SOCIETE COOPERATIVE OUEST PARTAGE, BREST

912.SOCIETE D'ETUDES ET DE REALISATIONS INFORMATIQUES, Monaco

913.Sofarmex BVBA, Belgium

914. Sofiadis SCRL, Belgium

915. Soldier Acquisition Corporation

916.Søm Apotek AS

917.SOPI The Lough Limited, Ireland

918.SOPI Youghal Limited, Ireland

919.SourceTenn LLC

920.South Alabama Cancer Centers, LLC

921.South Bay Radiation Oncology, LLC

922. South Pacific Medical Inc.

923.South Suburban Radiation Oncology, LLC

924. Southeast Merger Corp.

925. Southeast Texas Cancer Centers, L.P.

926.Southern California Head & Neck Medical Group

927. Southern California Radiation Oncology, LLC

928. Spider Acquisition Corporation

929. Spirit Acquisition Corporation

930. Spring Valley Industries, LLC

931.St. Louis Pharmaceutical Services, LLC

932.St. Lucas-Apotheke Mag.pharm. Ilona Elisabeth Leitner KG, HG Wien

933.St. Markus Apotheke Dr. Elke Kramberger-Kaplan KG, LG Linz

934.St. Richard Apotheke Mag.pharm. Ursula Kohl KG, Landesgericht Korneuburg

935.Stadion-Apotheke Mag. pharm. Ulrike Grosser-Schmidt KG, LG St. Pölten

936.Stadt-Apotheke "Zur heiligen Barbara" Mag. pharm. Igor Mauritsch KG, Austria

937.Stadtapotheke Fürstenfeld Mag. pharm. Waltraud Maier KG, Landesgericht Graz

938.Stat RX USA, LLC (Linear Holdings, LLC)

939.STATIM FINANCE LIMITED, England

940.STEPHEN SMITH LIMITED. 974. Theratech, Inc. (McKesson Medical-Guernsey Surgical Top Holdings Inc.) 941.Sterling Medical Services, LLC 975. Thriftymed, Inc. (McKesson (McKesson Patient Care Solutions Medical-Surgical Top Holdings Inc.) Inc.) 976.THURNBY ROSE LIMITED, 942.STO LLC **England** 943.Strategic Health Alliance II, Inc. 977. Titus Home Health Care LLC 944.Strategic Health Alliance 978. Tjellesen Max Jenne A/S, Rodovre Management Corp. 979. Todin A/S, Denmark 945. Strategic Sourcing Services LLC 980.TOPS Pharmacy Services, Inc. 946. Streator Radiation Oncology, LLC 981. Tower Radiation Technology, LLC 947. Stubaital-Apotheke Mag. pharm. 982. Tracer Enterprises LLC Christian Kernstock KG, LG 983.Tri-State Radiation Oncology Innsbruck Centers, LLC 948.Summa Script LLC 984. Truveris, Inc. 949.Sund Apotek AS 985. Tuna Acquisition Corp. 950.SUPERFIELD LIMITED, England 986. Tyler Radiation Equipment Leasing, 951.Supplylogix LLC LLC 952.T AND I WHITE LIMITED, 987. Unicare Dispensers 16 Limited, England Ireland 953.T. Sheridan Sales & Marketing, 988. Unicare Dispensers 27 Limited, Dublin Ireland 954. Tabor Apotheke Mag. pharm. 989. Unicare Dispensers 5 Limited, Wolfram Schaden KG, LG Steyr Ireland 955. Tact.ai Technologies, Inc. 990. Unicare Pharmacy Group Limited. 956. Targa Parent Holdings, LLC Dublin 957.TBC Products, Inc. 991. United Drug (Wholesale) Limited 958. Temperature Controlled 992. United Drug Distributors Ireland Pharmaceuticals Limited Limited 959. Test Corporation changed 2 GM 3 993. Unity Oncology, LLC AG 994. Urbani-Apotheke Mag. pharm. 960.Test Entity - Corporation Bernhard Prattes KG, LG Graz 961. Test Entity - Corporation (Glenette) 995. Urological Surgeons of Northern 962.Test Entity - LLC (Anne) California 963. Test Entity - LLC (Glenette) 996. Urology of Indiana, LLC 964.Test Entity - LLC (Karen) 997. Urology Specialists Radiation 965.Test Entity - LLC (Melissa) Assets Holdings Company, LLC 966. Test Entity - LP 998.US Oncology Corporate, Inc. 967. Test Entity - Manager LLC 999.US Oncology Holdings, Inc. 968. Test Entity - Member LLC 1000.US Oncology Lab Services, LLC 969. Test Entity - Parent Corporation 1001.US Oncology Pharmaceutical 970. Texas Oncology, P.A. Services, LLC 971. Texas Pharmaceutical Services, 1002.US Oncology Pharmacy GPO, L.P. LLC 1003.US Oncology Reimbursement 972. Texas Proton Therapy Center, LLC Solutions, LLC

973. The Oregon Cancer Centers, Ltd.

1004.US Oncology Research, Inc. (US Oncology Research, LLC)

1005.US Oncology Research, LLC

1006.US Oncology Specialty, LP

1007.US Oncology, Inc.

1008.USCITA LIMITED, England

1009.USON Insurance Company

1010.USON Risk Retention Group, Inc.

1011. Utah Acquisition Corporation

1012. Valley Equipment Company

1013. Valley Health Enterprises, Inc

1014. Vantage Acquisition Company, LLC (Vantage Oncology, LLC)

1015. Vantage Acquisition Finance, LLC (Vantage Oncology, LLC)

1016.Vantage Cancer Care - Alabama, LLC (Vantage Cancer Care Networks, LLC)

1017.Vantage Cancer Care - Indiana, LLC (Vantage Cancer Care Networks, LLC)

1018.Vantage Cancer Care - New Mexico, LLC (Vantage Cancer Care Networks, LLC)

1019. Vantage Cancer Care Network of Alabama, LLC (Vantage Cancer Care Networks, LLC)

1020. Vantage Cancer Care Network of Indiana, LLC (Vantage Cancer Care Networks, LLC)

1021.Vantage Cancer Care Network of New Mexico, LLC (Vantage Cancer Care Networks, LLC)

1022. Vantage Cancer Care Networks, LLC

1023. Vantage Cancer Centers of Georgia, LLC

1024. Vantage Central Ohio Radiation Therapy, LLC

1025. Vantage Equipment Acquisition,

1026. Vantage Exton Radiation Oncology, LLC

1027. Vantage Medical Management Services, LLC 1028. Vantage Mokena Radiation Oncology, LLC

1029. Vantage Oncology - Brooklyn, LLC

1030. Vantage Oncology Centers -Beverly Hills, LLC

1031. Vantage Oncology Finance Co. (Vantage Oncology, LLC)

1032. Vantage Oncology Holdings, LLC

1033. Vantage Oncology LLC PAC Corporation

1034. Vantage Oncology Physics, LLC

1035.Vantage Oncology Treatment Centers - Brevard, LLC

1036. Vantage Oncology Treatment Centers - Brockton, LLC

1037.Vantage Oncology Treatment Centers - Central Florida, LLC (Vantage Oncology Treatment Centers, LLC)

1038. Vantage Oncology Treatment Centers - Northern Arizona, LLC

1039.Vantage Oncology Treatment Centers - Ohio, LLC (Vantage Oncology Treatment Centers, LLC)

1040. Vantage Oncology Treatment Centers - San Antonio, LLC (Vantage Oncology Treatment Centers, LLC)

1041. Vantage Oncology Treatment Centers - Tri-State, LLC

1042. Vantage Oncology Treatment Centers, LLC

1043. Vantage Oncology, LLC

1044. Vantage Operational Support Services, LLC

1045. Vantage Radiation Oncology Associates, LLC

1046.Vantage San Antonio Radiation Oncology, LLC (Vantage Oncology Treatment Centers - San Antonio, LLC)

1047. Vantage South Suburban Radiation Oncology, LLC

1048.VC Services, Inc.

1049.VEC GP, LLC

1050. VerbalCare, LLC

1051. Verdal Apotek AS

1052. Very Important Products, Inc.

1053. Vineti, Inc.

1054. Vipal Soni, M.D. Inc.

1055. Visitacion Associates

1056.Vitapharm, proizvodnja in trgovina farmacevtskih izdelkov d.o.o., Murska Sobota

1057.Vitusapotek Jessheim Storsenter AS

1058. Vitusapotek Risør AS

1059.Vitus-Apoteket Torvbyen Fredrikstad AS

1060.VOTC-Queens, LLC

1061. Vulcan Acquisition Subsidiary, Inc.

1062.W H CHANTER LIMITED, England

1063.W H GREEN (CHEMISTS) LIMITED, England

1064.W JAMIESON (CHEMISTS) LIMITED, England

1065.W.H.C.P. (DUNDEE) LIMITED, Scotland

1066. Walsh Distribution, L.L.C.

1067. Walsh Healthcare Solutions LLC

1068. Walsh Healthcare Solutions, Inc.

1069. Walsh Heartland, L.L.C.

1070. Walsh Southwest L.L.C.

1071. Warrior Parent, LLC

1072.Well.ca ULC

1073.West Florida Radiation Therapy, LLC

1074. West Wholesale Drug Co.

1075.WESTCLOSE LIMITED, England

1076. Western Tumor Medical Group, Incorporated

1077.Western Tumor Radiation Oncology, LLC (Vantage Oncology Treatment Centers, LLC)

1078. Westside LA Derm Equipment I, LLC

1079.WFCC Radiation Management Company, LLC

1080.Wickham Radiation Oncology, LLC (Vantage Oncology Treatment Centers, LLC)

1081. Wiley Industries, LLC

1082. Wilkes Barre Radiation
Technology, LLC (Vantage
Oncology Treatment Centers, LLC)

1083. Wilkes-Barre Hospital Company, LLC

1084. Wilkes-Barre Radiation Oncology, LLC

1085.Windmill Realty, LLC

1086.WOODSIDE PHARMACY (GLASGOW) LIMITED, Scotland

1087. World Medical Government Solutions, LLC

1088. WorldMed Shared Services, Inc.

1089.WZ-WundZentren GmbH, AG Düsseldorf

1090.Xealth, Inc.

1091. Ybbstal-Apotheke Mag. pharm. Adelheid Tazreiter KG, LG St. Pölten

1092.Zeepro, Inc

# Exhibit J Alleged Harms

The following export reports that were filed in connection with the case captioned *In re National Prescription Opiate Litigation*, No. 1-17-md-02804 (S.D. Ohio):

- 1. Expert report of Professor David Cutler, dated March 25, 2019.
- 2. Expert report of Dr. Jeffrey B. Liebman, dated March 25, 2019.
- 3. Expert report of Professor Thomas McGuire regarding damages to Bellwethers, dated March 25, 2019.
- 4. Report of Professor Thomas McGuire regarding public nuisance, dated March 25, 2019.

# Exhibit K Illustrative Prepayment Example

## Example

Gross Settlement Prepayment: \$45,000,000.00

Settlement Prepayment Reduction Schedule: Reduce Settlement Payment in Year 10 by \$15,000,000.00, reduce Settlement Payment in Year 11 by \$15,000,000.00, and reduce Settlement Payment in Year 12 by \$15,000,000.00.

Net Settlement Prepayment Amount (assumes discount rate of 6.5%): \$32,888,070.69 (\$10,280,011.78 for Year 10 in Year 4, \$10,948,212.55 for Year 11 in Year 6, and \$11,659,846.36 for Year 12 in Year 8).

Payment Year	Distributor Abatement Payment Schedule	Settlement Prepayment Reduction (-)	Net Prepayment Amount (+)	Prepayment Applied To	Revised Payment Schedule
1	\$50,000,000.00				\$50,000,000.00
2	\$50,000,000.00				\$50,000,000.00
3	\$40,000,000.00				\$40,000,000.00
4	\$40,000,000.00		\$10,280,011.78	Year 10	\$50,280,011.78
5	\$40,000,000.00				\$40,000,000.00
6	\$40,000,000.00		\$10,948,212.55	Year 11	\$50,948,212.55
7	\$40,000,000.00				\$40,000,000.00
8	\$40,000,000.00		\$11,659,846.36	Year 12	\$51,659,846.36
9	\$15,000,000.00				\$15,000,000.00
10	\$15,000,000.00	\$15,000,000.00	1		\$0.00
11	\$15,000,000.00	\$15,000,000.00			\$0.00
12	\$15,000,000.00	\$15,000,000.00			\$0.00
Total	\$400,000,000.00	\$45,000,000.00	\$32,888,070.69		\$387,888,070.69

EFiled: Oct 12 2022 08:52AM EDT Transaction ID 68240914



# Appendix C

### Appendix C

# Dismissed Defendants<sup>1</sup>

#### **ABC**

- American Medical Distributors Inc.
- American Medical Distributors, Inc.
- Amerisource Bergen Corporation
- Amerisource Drug Company
- Amerisource Drug Corporation
- Amerisource Health Services Corporation, dba American Health Packaging
- Amerisourcebergen
- AmerisourceBergen Canada Corporation
- AmerisourceBergen Corporation
- Amerisourcebergen Drug
- AmerisourceBergen Drug Corporation
- AmerisourceBergen Services Corporation
- Bellco Drug Corp.
- Bellco Health Corp.
- H.D. Smith
- H.D. Smith Holding Company
- H.D. Smith Holdings LLC
- H.D. Smith Wholesale Drug Co.

- H.D. Smith Wholesale Drug Co. k/n/a H.D. Smith, LLC
- H.D. Smith, LLC
- H.D. Smith, LLC a/k/a H.D. Smith Wholesale Drug Co., LLC
- H.D. Smith, LLC d/b/a H.D. Smith
- H.D. Smith, LLC d/b/a H.D. Smith Wholesale Drug Co.
- H.D. Smith, LLC d/b/a HD Smith, f/k/a H.D. Smith Wholesale Drug Co.
- H.D. Smith,LLC fka H.D. Smith Wholesale Drug Co
- HD Smith Drug Co.
- J.M. Blanco, Inc.
- JM Blanco, Inc.
- MWI Veterinary Supply
- PharMEDium Services LLC
- Valley Wholesale Drug Co.
- Xcenda L.L.C.
- Xcenda, L.L.C.

#### Cardinal Health

- Cardinal Health
- Cardinal Health Inc.
- Cardinal Health 100, Inc.
- Cardinal Health 105, Inc.
- Cardinal Health 108, LLC
- Cardinal Health 110, LLC
- Cardinal Health 110, LLC, successor-ininterest of Kinray, Inc.
- Cardinal Health 110, LLC; successor-ininterest of Kinray, LLC
- Cardinal Health 112, LLC
- Cardinal Health 113, LLC
- Cardinal Health 122, LLC
- Cardinal Health 132, LLC
- Cardinal Health 133, Inc.
- Cardinal Health 200, LLC

- Cardinal Health 201, Inc.
- Cardinal Health 201, LLC
- Cardinal Health 414, LLC
- Cardinal Health 5, LLC
- Cardinal Health 6, Inc.
- Cardinal Health P.R. 120, Inc.
- Cardinal Health Pharmacy Services, LLC
- Cardinal Health Technologies, LLC
- Cedardale Distributors LLC d/b/a Gen-Source RX
- Kinray, LLC
- ParMed Pharmaceuticals, LLC
- The Harvard Drug Group, LLC
- Harvard Drug Group MI

Appendix C

<sup>&</sup>lt;sup>1</sup> Certain defendants affiliated with Distributor Defendants that were sued were identified with names that are not the correct legal name of any existing entity. Those improperly captioned defendants are included in this Appendix for the sole purpose of effectuating their dismissal from these actions.

#### McKesson

- HealthMart Systems, Inc.
- Masters Drug Company, Inc.
- McKesson Canada Corporation
- McKesson Corporation
- McKesson Corporation d/b/a McKesson Drug Company
- McKesson Drug Company, LLC
- McKesson Medical-Surgical Inc.

- McKesson Medical-Surgical Minnesota Supply Inc.
- McKesson Specialty Care Distribution Corporation
- McKesson Specialty Distribution, LLC
- McQueary Brothers Drug Co.
- McQueary Brothers Drug Company, LLC
- PSS World Medical Inc.