

MDL 2804
ATTORNEY
FEE FUND

06/23/2022

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Via E-Mail

Joseph Rice,
Contact Counsel for HENNEPIN COUNTY, MN

**RE: Opioid Janssen Settlement Required Certifications¹ - Contingent
Fee Application for Representation of HENNEPIN COUNTY, MN**

Dear Joseph Rice,

You have been designated as the attorney responsible for communicating with the Fee Panel and completing the Opioid Janssen Settlement contingent fee application (“Contact Counsel”) for the group of attorneys representing HENNEPIN COUNTY, MN (“HENNEPIN COUNTY, MN’s Counsel Group”).² In addition to completing the other portions of the contingent fee application, as Contact Counsel, you must submit certain certifications to the Fee Panel.³ The Fee Panel will not begin to process the contingent fee application for HENNEPIN COUNTY, MN’s Counsel Group unless and until you submit these certifications. The certifications you must make as Contact Counsel are included in this packet. Please complete and submit these certifications via DocuSign at your earliest convenience.

The deadline for completing the contingent fee application for HENNEPIN COUNTY, MN’s Counsel Group is found at the Fee Panel’s website <https://opioidfeepaneldocuments.com>. Although you are the only attorney permitted to submit HENNEPIN COUNTY, MN’s Counsel Group’s application, each attorney with a fee interest in connection with the representation of HENNEPIN COUNTY, MN (the “Fee Interest Counsel”), also must submit certain certifications to the Fee Panel. Each Fee Interest Counsel is receiving his or her own set of required certifications from the Fee Panel. We will notify you if any of HENNEPIN COUNTY, MN’s Fee Interest Counsel fails to timely submit his or her required certifications so that you can follow up to ensure submission.

Sincerely,

The Fee Panel

¹ See Section II.G of Exhibit R of the Settlement Agreement between and among the Settling States, Participating Subdivisions and Janssen (as those terms are defined therein) (the “Opioid Janssen Settlement Agreement”).

² Only one Opioid Janssen Settlement contingency fee application may be filed per Litigating Subdivision, regardless of the number of lawyers or firms that represented that Litigating Subdivision. (*In re National Prescription Opiate Litigation*, Case No. 17-MD-2804 (MDL No. 2804), August 12, 2021 Order (Dkt. 3828), at Section V.)

³ The Fee Panel was established in accordance with the Order of the Court in *In re National Prescription Opiate Litigation*, Case No. 17-MD-2804 (MDL No. 2804), August 12, 2021 Order (Dkt. 3828).

OPIOID JANSSEN SETTLEMENT CONTACT COUNSEL CERTIFICATIONS

Please read carefully each of the following statements and indicate your agreement by signing below. Capitalized terms not defined below have the same meaning as in the Opioid Janssen Settlement Agreement.

Under penalty of perjury, I, Joseph Rice, hereby certify as follows:

- I understand that I have been designated as the attorney responsible for communicating with the Fee Panel and completing the Opioid Janssen Settlement Contingent Fee application (“Contact Counsel”) for the group of attorneys representing HENNEPIN COUNTY, MN. I agree to serve as Contact Counsel, which means I agree to be the sole attorney responsible for submitting a Contingent Fee application (and any required supporting materials), on behalf of all counsel who have a fee interest related to representation of HENNEPIN COUNTY, MN (the “Fee Interest Counsel”). I swear and affirm the accuracy, completeness, and veracity of all information submitted in connection with the Opioid Janssen Settlement Contingent Fee application related to representation of HENNEPIN COUNTY, MN.
- In connection with the Opioid Janssen Settlement Contingent Fee application related to representation of HENNEPIN COUNTY, MN, I will provide the Fee Panel a true and complete list (with contact information) of all Opioid Janssen Settlement Fee Interest Counsel for HENNEPIN COUNTY, MN.
- I agree to release and hold harmless the Fee Panel and any of its agents or representatives from any and all claims related to the processing, evaluation, and determination of eligibility and award amounts, and the disbursements of any such amounts in connection with the Opioid Janssen Settlement Contingent Fee application related to the representation of HENNEPIN COUNTY, MN.
- I agree to release and hold harmless the Fee Panel and any of its agents or representatives from any and all claims related to the disbursement of Opioid Janssen Settlement Contingent Fee award funds to me, and related to my allocation and disbursement of such funds between and among me, Fee Interest Counsel, and any lienholder.
- I agree to be, and will be, solely responsible for communicating with the Fee Panel about the Opioid Janssen Settlement Contingent Fee application related to representation of HENNEPIN COUNTY, MN, and will immediately notify the Fee Panel of any change of address or any other circumstance that could impact the Fee Panel’s ability to: (i) contact me or any of the Fee Interest Counsel, or (ii) evaluate and process the Opioid Janssen Settlement Contingent Fee application.
- I agree to be, and will be, solely responsible for receiving any Opioid Janssen Settlement Contingent Fee award funds related to representation of HENNEPIN COUNTY, MN from the Fee Panel, and for distributing such funds among the Opioid Janssen Settlement Fee Interest Counsel and any lienholders, as agreed upon between and among the Contact Counsel, Fee Interest Counsel, and lienholders, in accordance with any applicable agreement or as otherwise required by law.
- I agree to cooperate fully with the Fee Panel in connection with its work to evaluate, process, and audit the Opioid Janssen Settlement Contingent Fee application related to representation of HENNEPIN COUNTY, MN.



- I waive enforcement, against all of my client Litigating Subdivisions, of all Fee Entitlements (other than under State Back-Stop Agreements) arising out of or related to any or all Qualifying Representations of any Participating Litigating Subdivision.
- I have provided, to each of my client Subdivisions, notice of my waiver of enforcement against the client Subdivision of all Fee Entitlements (other than under State Back-Stop Agreements) arising out of or related to any or all Qualified Representations of any Participating Litigating Subdivision.
- I have no present intent to represent, or participate in the representation of, any Later Litigating Subdivision or any Releasor with respect to Released Claims against Released Entities.
- I have not, and will not, engage in any advertising or solicitation related to Released Claims against Released Entities, where such advertising or solicitation relates to a representation that an attorney cannot undertake consistent with the ethics opinion referenced in Section II.I.4 of Exhibit R to the Opioid Janssen Settlement Agreement.
- I will not charge or accept any referral fees for any Released Claims brought against Released Entities by Later Litigating Subdivisions.
- I do not have a Fee Entitlement related to a Later Litigating Subdivision.
- I have reviewed the ethics opinion referenced in Section II.I.4 of Exhibit R to the Opioid Janssen Settlement Agreement and will act in conformity with that opinion.
- Having exercised my independent judgment, I believe the Opioid Janssen Settlement Agreement to be fair, and I will make or have made best efforts to recommend the Agreements to my Subdivision clients in Settling States.
- I am not applying and have not applied for, nor recovered money from, the Attorney Fee Fund being administered by the Fee Panel arising from my representation of a Non-Settling State or a Non-Participating Subdivision.
- I expressly agree to be bound by the decisions of the Fee Panel administering the Attorney Fee Fund, subject to the limited review rights set out in Exhibit R to the Opioid Janssen Settlement Agreement and any related procedures adopted by the Fee Panel, and expressly waive the ability to assert the lack of enforceability of the allocation reached through the procedures outlined therein.
- I reviewed the terms of the Opioid Janssen Settlement Agreement, and the eligibility criteria for participation in the Attorney Fee Fund (including Exhibit R, Section II.G, "Eligibility" in the Opioid Janssen Settlement Agreement); and I certify that I am fully eligible for compensation from the Attorney Fee Fund and its relevant sub fund (the Contingency Fee Fund) being administered by the Fee Panel.
- All of the information, answers, and statements I submitted in support of this Opioid Janssen Settlement Contingent Fee application related to representation of HENNEPIN COUNTY, MN are accurate and truthful. If I learn any of the information, answers, or statements I submitted in support of this Opioid Janssen Settlement Contingent Fee application are not accurate and truthful, I will inform the Fee Panel as soon as possible and supply additional information to make my submission accurate and truthful.
- I understand and agree that the Fee Panel will not begin to evaluate or process any Opioid Janssen Settlement Contingent Fee application unless and until each of the relevant Opioid Janssen Settlement Contact Counsel and Fee Interest Counsel have made the required certifications and the application is otherwise complete.
- I acknowledge and agree that fees payable under the applicable Fee Agreements are not available for representation of Non-Participating Subdivisions or Non-Litigating Subdivisions and are not available for representation of private hospitals, third-party



payors, NAS claimants, personal injury/wrongful death claimants, or any entity other than Participating Litigating Subdivisions. In addition, fees under the applicable Fee Agreements are not available for representation of any individual or entity in matters other than those claims against Released Entities.

- I acknowledge and agree that a Non-Participating Subdivision does not further the goals of the Opioid Janssen Settlement Agreement and does not inure to the Common Benefit, because it does not increase funds available to Participating Subdivisions' abatement programs.
- I acknowledge and agree that Later Litigating Subdivisions are acting in a way that is antithetical to the Settlement Agreements, does not inure to and detracts from the Common Benefit, and is addressed by the ethics opinion discussed in Section II.I.4 of Exhibit R to the Opioid Janssen Settlement Agreement.
- I acknowledge and agree that, if any of the statements or representations above become untrue, or if I become ineligible to receive funds from the Attorney Fee Fund administered by the Fee Panel, I will promptly inform the Fee Panel.



- I acknowledge and agree that, if my Opioid Janssen Settlement Contingent Fee application related to representation of HENNEPIN COUNTY, MN contains a material misrepresentation, my right to receive any fee award from the Attorney Fee Fund administered by the Fee Panel may be forfeited.

^{DS}
[*JR*] **By entering my initials in this box, I, Joseph Rice, certify I have carefully read all of the statements above.**

Under penalty of perjury, I, Joseph Rice, on behalf of myself and my law firm, as appropriate, certify and affirm that the above statements and representations are true and accurate to the best of my knowledge.

Signature: ^{DocuSigned by:} Joseph Rice
462F939C515D4A1...

Name: Joseph Rice

Date: 6/23/2022



MDL 2804

ATTORNEY
FEE FUND

06/23/2022

 Initial here to indicate review of Cover Letter

Via E-Mail

Mark Briol,
Counsel for HENNEPIN COUNTY, MN

**RE: Opioid Janssen Settlement Required Certifications¹ in
Connection with Contingent Fee Application for
Representation of HENNEPIN COUNTY, MN**

Dear Mark Briol,

Joseph Rice has been designated as the attorney responsible for: (1) communicating with the Fee Panel administering the Attorney Fee Fund (2) and completing the Opioid Janssen Settlement contingent fee application (“Contact Counsel”) for the group of attorneys representing HENNEPIN COUNTY, MN (“HENNEPIN COUNTY, MN’s Counsel Group”).² Although only HENNEPIN COUNTY, MN may submit an Opioid Janssen Settlement contingent fee application for HENNEPIN COUNTY, MN’s Counsel Group, all of the attorneys who have a fee interest in connection with the representation of HENNEPIN COUNTY, MN (the “Fee Interest Counsel”) are required to submit certain certifications before the Fee Panel will begin to process HENNEPIN COUNTY, MN’s Counsel Group’s application.³ You have been identified by Joseph Rice as one of HENNEPIN COUNTY, MN’s Fee Interest Counsel.

The certifications you must make are included in this packet. Please complete and submit them via DocuSign at your earliest convenience. The deadline for submission of the application is found at the Fee Panel’s website <https://opioidfeepaneldocuments.com>. We will notify Joseph Rice if you do not timely submit these required certifications so that s/he can follow up with you.

Sincerely,

The Fee Panel

¹ See Section II.G. of Exhibit R of the Settlement Agreement between and among the Settling States, Participating Subdivisions and Janssen (as those terms are defined therein) (the “Opioid Janssen Settlement Agreement”).

² Only one Opioid Janssen Settlement contingency fee application may be filed per Litigating Subdivision, regardless of the number of lawyers or firms that represented that Litigating Subdivision. (*In re National Prescription Opiate Litigation*, Case No. 17-MD-2804 (MDL No. 2804), August 12, 2021 Order (Dkt. 3828), at Section V.)

³ The Fee Panel was established in accordance with the Order of the Court in *In re National Prescription Opiate Litigation*, Case No. 17-MD-2804 (MDL No. 2804), August 12, 2021 Order (Dkt. 3828).

OPIOID JANSSEN SETTLEMENT FEE INTEREST COUNSEL CERTIFICATIONS

Please read carefully each of the following statements and indicate your agreement by signing below. Capitalized terms not defined below have the same meaning as in the Opioid Janssen Settlement Agreement.

Under penalty of perjury, I, Mark Briol hereby certify as follows:

- I understand that Joseph Rice has been designated as the attorney responsible for communicating with the Fee Panel and completing the Opioid Janssen Settlement Contingent Fee application (“Contact Counsel”) in connection with the representation of HENNEPIN COUNTY, MN.
- I agree that, aside from making these certifications and representations as required by Exhibit R to the Opioid Janssen Settlement Agreement, I have no authority to participate in the submission of materials in connection with the Opioid Janssen Settlement Contingent Fee application related to representation of HENNEPIN COUNTY, MN unless specifically requested to do so by the Fee Panel. I expressly agree that only Joseph Rice has authority and responsibility to communicate with the Fee Panel about this Opioid Distributors Settlement Contingent Fee application related to the representation of HENNEPIN COUNTY, MN.
- I agree to immediately notify Contact Counsel of any change of address or any other circumstance that could impact the Fee Panel’s ability to contact me or evaluate and process the Opioid Janssen Settlement Contingent Fee application related to representation of HENNEPIN COUNTY, MN.
- I agree that any fee award made in connection with this Opioid Janssen Settlement Contingent Fee application related to representation of HENNEPIN COUNTY, MN will be disbursed by the Fee Panel to Contact Counsel only, and that Contact Counsel alone will receive and distribute the award funds among the attorneys who have a fee interest in connection with the representation of HENNEPIN COUNTY, MN (the “Fee Interest Counsel”) and any lienholders as agreed upon between and among the Contact Counsel, Fee Interest Counsel, and any lienholders, in accordance with any applicable agreement or as otherwise required by law.
- I agree to release and hold harmless the Fee Panel and any of its agents or representatives from any and all claims related to the processing, evaluation, and determination of eligibility and award amounts, and the disbursements of any such amounts in connection with the Opioid Janssen Settlement Contingent Fee application related to representation of HENNEPIN COUNTY, MN.
- I agree to release and hold harmless the Fee Panel and any of its agents or representatives from any and all claims related to the disbursement of Opioid Janssen Settlement Contingent Fee award funds to the Contact Counsel, and related to Contact Counsel’s allocation and disbursement between and among me, Contact Counsel, other Fee Interest Counsel, and any lienholder.
- I agree to cooperate fully with the Fee Panel in connection with its work to evaluate, process, and audit the Opioid Janssen Settlement Contingent Fee application related to representation of HENNEPIN COUNTY, MN.



- I waive enforcement, against all of my client Litigating Subdivisions, of all Fee Entitlements (other than under State Back-Stop Agreements) arising out of or related to any or all Qualifying Representations of any Participating Litigating Subdivision.
- I have provided, to each of my client Subdivisions, notice of my waiver of enforcement against the client Subdivision of all Fee Entitlements (other than under State Back-Stop Agreements) arising out of or related to any or all Qualified Representations of any Participating Litigating Subdivision.
- I have no present intent to represent, or participate in the representation of, any Later Litigating Subdivision or any Releasor with respect to Released Claims against Released Entities.
- I have not, and will not, engage in any advertising or solicitation related to Released Claims against Released Entities, where such advertising or solicitation relates to a representation that an attorney cannot undertake consistent with the ethics opinion referenced in Section II.I.4 of Exhibit R to the Opioid Janssen Settlement Agreement.
- I will not charge or accept any referral fees for any Released Claims brought against Released Entities by Later Litigating Subdivisions.
- I do not have a Fee Entitlement related to a Later Litigating Subdivision.
- I have reviewed the ethics opinion referenced in Section II.I.4 of Exhibit R to the Opioid Janssen Settlement Agreement and will act in conformity with that opinion.
- Having exercised my independent judgment, I believe the Opioid Janssen Settlement Agreement to be fair and I will make or have made best efforts to recommend the Agreement to my Subdivision clients in Settling States.
- I am not applying and have not applied for, nor recovered money from, the Attorney Fee Fund being administered by the Fee Panel arising from my representation of a Non-Settling State or a Non-Participating Subdivision.
- I expressly agree to be bound by the decisions of the Fee Panel administering the Attorney Fee Fund, subject to the limited review rights set out in Exhibit R to the Opioid Janssen Settlement Agreement and any related procedures adopted by the Fee Panel, and expressly waive the ability to assert the lack of enforceability of the allocation reached through the procedures outlined therein.
- I reviewed the terms of the Opioid Janssen Settlement Agreement, and the eligibility criteria for participation in the Attorney Fee Fund (including Exhibit R, Section II.G, “Eligibility”); and I certify that I am fully eligible for compensation from the Attorney Fee Fund and its relevant sub funds (Common Benefit Fund and/or Contingency Fee Fund) being administered by the Fee Panel.
- All of the information, answers, and statements I submitted in support of this Opioid Janssen Settlement Contingent Fee application related to representation of HENNEPIN COUNTY, MN are accurate and truthful. If I learn any of the information, answers, or statements I submitted in support of this Opioid Janssen Settlement Contingent Fee application are not accurate and truthful, I will inform the Fee Panel as soon as possible and supply additional information to make my submission accurate and truthful.
- I understand and agree that the Fee Panel will not begin to evaluate or process any Opioid Janssen Settlement Contingent Fee application unless and until each of the relevant Contact Counsel and Fee Interest Counsel have made the required certifications and the application is otherwise complete.



- I acknowledge and agree that fees payable under the applicable Fee Agreements are not available for representation of Non-Participating Subdivisions or Non-Litigating Subdivisions and are not available for representation of private hospitals, third-party payors, NAS claimants, personal injury/wrongful death claimants, or any entity other than Participating Litigating Subdivisions. In addition, fees under the applicable Fee Agreements are not available for representation of any individual or entity in matters other than those claims against Released Entities.
- I acknowledge and agree that a Non-Participating Subdivision does not further the goal of the Opioid Janssen Settlement Agreement and does not inure to the Common Benefit, because it does not increase funds available to Participating Subdivisions' abatement programs.
- I acknowledge and agree that Later Litigating Subdivisions are acting in a way that is antithetical to the Settlement Agreements, does not inure to and detracts from the Common Benefit, and is addressed by the ethics opinion discussed in Section II.I.4 of Exhibit R to the Opioid Janssen Settlement Agreement.
- I acknowledge and agree that, if any of the statements or representations above become untrue, or if I become ineligible to receive funds from the Attorney Fee Fund administered by the Fee Panel, I will promptly inform the Fee Panel.



- I acknowledge and agree that, if my Opioid Janssen Settlement Contingent Fee application related to representation of HENNEPIN COUNTY, MN contains a material misrepresentation, my right to receive any fee award from the Attorney Fee Fund administered by the Fee Panel may be forfeited.

^{DS}
[MB] By entering my initials in this box, I, Mark Briol, certify I have carefully read all of the statements above.

Under penalty of perjury, I, Mark Briol, on behalf of myself and my law firm, as appropriate, certify and affirm that the above statements and representations are true and accurate to the best of my knowledge.

Signature: ^{DocuSigned by:}
Mark Briol
545D05EAC51B484...

Name: Mark Briol

Date: 6/24/2022

