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October 7, 2025

Via Email: jvandenorth@larsonking.com

Judge Jack Van de North
Larson King, LLP
30 East Seventh Street, Suite 2800
St. Paul, MN 55101

Re: Minnesota Opioids Backstop Fund Fee Awards

Dear Special Master Van de North:

I write this letter to address the letter you received from Deputy Attorney General James W. Canaday dated October 1, 2025. Mr. Canaday again requests that as part of the Minnesota Opioid Backstop Fund Fee Awards the Special Master should consider amounts that were awarded as part of the National Common Benefit Fund in addition to the consideration the amounts awarded from the National Contingency Fee Fund. As was discussed in my letter to you dated May 29, 2024, Mr. Canaday is mistaken as to what the parties agreed to with regard to what is proper for the Special Master to consider in awarding backstop fund fees to counsel. A copy of that letter is attached.

To summarize our position, the Minnesota Opioids State-Subdivision Memorandum of Agreement (MOA) is very specific when it refers to the National Attorney Fee Fund as a whole and when it refers to the Contingency Fee Fund portion of the National Attorney Fee Fund, purposely excluding the portion of the National Attorney Fee Fund that is composed of the Common Benefit Fund. The MOA references only the Contingence Fee Fund in sections VI D and VI E. With regard to what the Special Master is to consider in making an award from the Backstop Fund, Section VI G the MOA is clear that the Special Master is to consider what amounts private attorneys received from the Contingency Fee Fund alone. As demonstrated throughout the MOA, when the parties meant to refer to the National Attorney Fee Fund as a whole, they did so, and when they meant to refer to the portion of the National Attorney Fee Fund that included only Contingency Fee Fund, the agreement specified the Contingency Fee Fund. Here, the Special Master is tasked with only considering the amounts that have been received by the private attorneys' firms from the Contingency Fee Fund alone.

The Order attached to Mr. Canaday's letter clearly indicates it only applied to the three Distributors and Johnson & Johnson, not to the second wave of settlements. There has been no fee award whatsoever for Common Benefit for Teva, Allergan, Walgreens, Walmart, or CVS and it is not contemplated to be done anytime soon. The percentage Mr. Canaday quoted in Page 1 of the agreement was expressly limited to the three Distributors and Johnson & Johnson, as was the dollar amount. The dollar amounts paid by Teva, Allergan, Walgreens, Walmart, and CVS have never been before the Fee Panel or the MDL Court.

Thank you for considering this response to Mr. Canaday's letter. If you have any further questions, do not hesitate to advise.

Sincerely,

/s/ Scott A. Benson

Scott A. Benson, Briol & Benson, PLLC

Attorneys for Hennepin County, St. Louis County, Dakota County, Itasca County, Winona County, Meeker County, McLeod County, Sibley County, Roseau County, and City of Minneapolis