

**AMENDED AND RESTATED  
OPIOID SETTLING DISTRIBUTORS / JANSSEN /  
TEVA/ALLERGAN / SETTLING PHARMACIES SETTLEMENTS  
CONTINGENCY FEE FUND DISTRIBUTION PROCEDURES**

**July 10, 2023**

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The AMENDED AND RESTATED OPIOID SETTLING DISTRIBUTORS / JANSSEN / TEVA/ALLERGAN / SETTLING PHARMACIES SETTLEMENTS CONTINGENCY FEE FUND DISTRIBUTION PROCEDURES (“Contingency Fee FDPs” or “CF FDPs”) contained herein provide for resolving all applications (“Contingent Fee Applications”) submitted for an award (“Contingent Fee Award”) from the Contingency Fee Fund, a Sub-Fund of the Attorney Fee Fund (as defined in the Agreement on Attorneys’ Fees, Expenses and Costs, which is the Fee Agreement to the Settlement Agreements between and among the Settling States, Settling Distributors, and Participating Subdivisions, the Settling States, Janssen, and Participating Subdivisions, the Settling States, Participating Subdivisions, Participating Special Districts and Teva/Allergan, and the Settling States, Participating Subdivisions, and Settling Pharmacies (i.e., Walgreens/Walmart/CVS) (“Fee Agreement,” commonly referred to as Exhibit R)), as provided in and required by the Orders to Establish Qualified Settlement Funds, Appoint Panel of Common Benefit and Contingency Fee Funds Arbiters, Approve Fee Fund Allocation and Distribution Process and Approve Common Benefit Cost Payment and Assessment (*In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio, August 12, 2021, June 26-27, 2023) (Dkt. Nos. 3828, 5079 & 5088)), (the “Establishing Orders”). The Fee Panel Arbiters of the Attorney Fee Fund (“Fee Panel”) shall implement and administer these Contingency Fee FDPs in accordance with the Establishing Orders and the Settlement Agreements, along with any ancillary, supplementary or modifying orders of the Court relating to the Attorney Fee Fund (any such related orders of the Court, together with the Establishing Orders, collectively, the “Court Orders”; the Court Orders and the Settlement Agreements, along with any orders of the Fee Panel, collectively, “Fund Documents”).

SECTION I

Introduction

Section 1.1 Purpose

These Contingency Fee FDPs have been adopted pursuant to the Fund Documents. They are designed to compensate eligible attorneys from the Contingency Fee Fund in the manner contemplated by the Fund Documents.

Section 1.2 Interpretation

Except as may otherwise be provided below, nothing in these Contingency Fee FDPs shall be deemed to create a substantive right for any attorney or applicant.

Section 1.3 Definitions

Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Fund Documents.

## SECTION II

### Overview

#### Section 2.1 Attorney Fee Fund & Contingency Fee Fund Goals

The goal of the Attorney Fee Fund is to compensate attorneys for Litigating Subdivisions in the manner contemplated by the Fund Documents. These Contingency Fee FDPs further that goal by setting forth procedures for processing and paying Contingent Fee Applications submitted to the Contingency Fee Fund in a manner consistent with the terms of the Fund Documents. To this end, and as set forth below, counsel may submit one Contingent Fee Application per each Participating Litigating Subdivision against the Settling Distributors, one Contingent Fee Application per each Participating Litigating Subdivision against Janssen, one Contingent Fee Application per each Participating Litigating Subdivision against Teva/Allergan, and one Contingent Fee Application per each Participating Litigating Subdivision against the Settling Pharmacies.<sup>1</sup>

As directed by the Fund Documents, the Attorney Fee Fund will follow the protocols developed by the Fee Panel for the submission and review of Contingent Fee Applications and liquidation of Contingent Fee Awards. The Fee Panel has established the following website for the submission of Contingent Fee Applications: <http://opioidfeepaneldocuments.com> (the “Fee Panel Website”).

The Attorney Fee Fund shall employ the Mathematical Model (as defined in the Establishing Orders and the Fee Agreement) to value eligible Contingent Fee Awards, with adjustments for reductions in the payments of Settling Defendants and correlated reduction in the payments to the attorney applicants pursuant to Section III.F. of the Fee Agreement as to Teva/Allergan and Section II.D. of the Fee Agreement as to the other Settling Defendants. The Fee Panel shall oversee the application of the Mathematical Model and resolve any questions or disputes as required under Section III.G. of the Fee Agreement as to Teva/Allergan and Section II.G. of the Fee Agreement as to the other Settling Defendants. The Fee Panel is empowered to hear disputes concerning, and ensure the accuracy of, the mathematical calculation.

#### Section 2.2 Contingent Fee Award Liquidation Procedures — General Overview

The Fee Panel has established the Fee Panel Website to provide information to persons who wish to apply for a Contingent Fee Award. Applicants must first obtain access to the secure online application portal for the Contingency Fee Fund. Instructions on how to obtain access to the application portal for the Contingency Fee Fund are posted on the Fee Panel Website. All Contingent Fee Applications must be submitted through the application portal. The Attorney Fee Fund will assign application numbers or other unique identifiers to Contingent Fee Applications. The Attorney Fee Fund shall take all reasonable steps to resolve Contingent Fee Applications as efficiently and expeditiously as possible at each stage of awards processing. The Attorney Fee

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<sup>1</sup> Applications to the Common Benefit Fund will be governed by the Common Benefit Fund Distribution Procedures.

Fund shall liquidate all Contingent Fee Applications Awards that meet the eligibility criteria described in Section 3.2 below.

Applicants deemed ineligible for payment may seek review of the eligibility decision through the ADR process described in Section 3.5 below. Similarly, applicants who dispute the value of a Contingent Fee Award due to the accuracy of the mathematical calculation may seek review of the disputed value(s) through the ADR process described in Section 3.5 below. Pursuant to the Establishing Orders, final Contingent Fee Awards as determined by the Fee Panel may not be appealed. Any ADR proceeding related to a Contingent Fee Award is final and binding.

### Section 2.3 Credits or Refunds to Settling Defendants

In the event that Settling Defendants, prior to the Effective Dates of their respective Settlement Agreements with the Settling States and Participating Subdivisions, settle with any Litigating Subdivision, and under such settlement agreement pay attorneys' fees, the Attorney Fee Fund shall treat those Litigating Subdivisions as Participating Litigating Subdivisions and, applying the same criteria applicable to all Attorneys for Participating Litigating Subdivisions, determine what amount they would have been paid from the Contingency Fee Fund if they had become Participating Subdivisions under the Settlement Agreements with the Settling States and Participating Subdivisions, without such prior settlement. That sum, rather than the actual sum being paid to the attorney for the previously settled Litigating Subdivision, shall be (i) returned to the Settling Pharmacies, or (ii) credited and/or returned to the other Settling Defendants, as applicable, except that any such refund or credit shall not be greater than the amount to the attorneys paid under the Litigating Subdivision's prior settlement agreement. Determination of the amounts that will be credited and/or returned will be made by the Fee Panel with the advice of and consultation with the settling parties.

## SECTION III

### Resolution of Contingent Fee Applications

#### Section 3.1 Contingent Fee Application Deadline

All Contingent Fee Applications for Contingent Fee Awards shall be submitted through the secure online application portal as instructed on the Fee Panel Website on or before the deadlines established by the Orders of the Fee Panel or otherwise by the Attorney Fee Fund. No Contingent Fee Application filed after this time will be processed or otherwise considered absent leave from the Fee Panel for good cause shown.

#### Section 3.2 Eligibility

##### (a) In General

All applicants must meet the eligibility requirements set forth in the Establishing Orders and Section III.G. of the Fee Agreement as to Teva/Allergan and Section II.G. of the Fee Agreement as to the other Settling Defendants. Additionally, if a Contingent Fee Award is approved, in order to continue receiving awards from the Contingency Fee Fund, an attorney

must provide an annual certification, in the form required by the Attorney Fee Fund, that he or she continues to meet the eligibility requirements as required by the Establishing Orders and the Fee Agreement. An attorney may apply for and recover attorneys' fees from more than one fund, including without limitation, the Common Benefit Fund, the Contingency Fee Fund, and the Litigating Subdivision Cost Fund, along with any fund created by a past or future State Back-Stop Agreement, provided the attorney satisfies the requirements relevant to each such fund and requirements for disclosure to the Attorney Fee Fund.

Pursuant to the Establishing Orders and the Fee Agreement, all attorneys applying for a Contingent Fee Award shall fully disclose any and all monies in attorneys' fees, including referral fees, expenses paid, promises for payment, or any other fee entitlement in any opioid litigation (including, but not limited to, any payment, expectation of payment, or perceived entitlement to participate in a State Back-Stop Agreement, or any other agreement reached with a Settling State or any Subdivision or any other source regarding payment of fees) as a condition of participating in the Attorney Fee Fund. Similarly, any right to payment from any other fund, for example a fund for payment to lawyers representing Settling States or Tribal Nations or Subdivisions, shall be disclosed on the Contingent Fee Application.

(b) Contingent Fee Applications

Attorneys engaged in Qualifying Representations of Participating Litigating Subdivisions eligible to receive an allocation under Exhibit G to the Settlement Agreements regarding Released Claims under the Distributors Agreement may submit one Contingent Fee Application per Litigating Subdivision, as set forth below. Attorneys engaged in Qualifying Representations of Participating Litigating Subdivisions eligible to receive an allocation under Exhibit G to the Settlement Agreements regarding Released Claims under the Janssen Agreement may submit one Contingent Fee Application per Litigating Subdivision, as set forth below. Attorneys engaged in Qualifying Representations of Participating Litigating Subdivisions eligible to receive an allocation under Exhibit G to the Settlement Agreements regarding Released Claims under the Teva/Allergan Agreements may submit one Contingent Fee Application per Litigating Subdivision, as set forth below. Attorneys engaged in Qualifying Representations of Participating Litigating Subdivisions eligible to receive an allocation under Exhibit G to the Settlement Agreements regarding Released Claims under the Settling Pharmacies Agreements may submit one Contingent Fee Application per Litigating Subdivision, as set forth below. For the avoidance of doubt, an attorney must submit a separate Contingent Fee Application for each Participating Subdivision for Qualifying Representations as to the Settling Distributors, must also submit a separate Contingent Fee Application for each Participating Subdivision for Qualifying Representations as to Janssen, must also submit a separate Contingent Fee Application for each Participating Subdivision for Qualifying Representations as to Teva/Allergan, and must also submit a separate Contingent Fee Application for each Participating Subdivision for Qualifying Representations as to the Settling Pharmacies.

(c) Contingent Fee Contact Counsel and Fee Interest Counsel

Consistent with Section V of the Establishing Orders, attorneys may file Contingent Fee Applications on behalf of each Litigating Subdivision as to the Settling Distributors, Janssen, Teva/Allergan, and the Settling Pharmacies; however, only one Contingent Fee Application may

be filed per Litigating Subdivision for the Settling Distributors, only one Contingent Fee Application may be filed per Litigating Subdivision for Janssen, only one Contingent Fee Application may be filed per Litigating Subdivision for Teva/Allergan, and only one Contingent Fee Application may be filed per Litigating Subdivision for the Settling Pharmacies, regardless of the number of lawyers or firms that represented that Litigating Subdivision. In order to be accepted, the Contingent Fee Application as to the Settling Distributors, Janssen, Teva/Allergan and the Settling Pharmacies shall also include the following:

1. A certification by the submitting attorney (the “Contact Counsel”), in the form required by the Attorney Fee Fund, certifying, among other things, that s/he has been designated by all attorneys/firms who have a fee interest that are listed in the contingent fee agreement(s) or fee-split agreements with the relevant Litigating Subdivision (the “Fee Interest Counsel”) as the sole attorney responsible for submitting a Contingent Fee Application and any other required supporting materials on behalf of all counsel for that Litigating Subdivision, and that he or she personally swears and affirms the accuracy and veracity of the information submitted in connection with the Contingent Fee Application under the penalty of perjury;
2. A copy of the contingent fee agreement(s) between the Litigating Subdivision and the Contact Counsel and Fee Interest Counsel, and a copy of all fee-split agreements between any of Contact Counsel and Fee Interest Counsel;
3. Certifications by each of the Contact Counsel and Fee Interest Counsel, in the form required by the Attorney Fee Fund, certifying, among other things, that:
  - a. The Contact Counsel shall be solely responsible for communicating with the Attorney Fee Fund about the Contingent Fee Application(s) related to the representation of the Litigating Subdivision, and shall immediately notify the Attorney Fee Fund of any change of address or any other circumstance that could impact the Attorney Fee Fund’s ability to evaluate and process the Contingent Fee Application;
  - b. The Contact Counsel shall be solely responsible for receiving any Contingent Fee Award and distributing the funds among the Fee Interest Counsel and/or lienholders, as agreed upon between and among the Contact Counsel, Fee Interest Counsel, and lienholders, in accordance with any agreement among them or as otherwise required by law;
  - c. Agreement by each of Fee Interest Counsel to release and hold harmless the Attorney Fee Fund and any of its agents or representatives from any and all claims related to the disbursement of Contingent Fee Award funds to the Contact Counsel and his or her allocation and disbursement of those funds to the Fee Interest Counsel;
  - d. Agreement by each of the Contact Counsel and Fee Interest Counsel to cooperate fully with the Attorney Fee Fund in connection with its work to evaluate, process, and/or audit the Contingent Fee Application filed in connection with the Contingent Fee Application for fees; and
  - e. Certifications by each of the Contact Counsel and Fee Interest Counsel that they understand and agree that no Contingent Fee Application shall be processed unless and until each of the Contact Counsel and Fee Interest Counsel have made these and all other required certifications, and the Contingent Fee Application is otherwise complete.

The Attorney Fee Fund shall promptly notify the Contact Counsel of any deficiencies in the Contingent Fee Application, including but not limited to the failure of one or more of the Fee Interest Counsel to make the required certifications. The Contact Counsel shall be solely responsible for causing any deficiencies to be cured and the Attorney Fee Fund shall not deem accepted any Contingent Fee Application with unresolved deficiencies.

### Section 3.3 Contingent Fee Application Audit Program

The Attorney Fee Fund may develop methods for auditing the reliability of information submitted by applicants in support of their Contingent Fee Applications for Contingent Fee Awards. In the event that the Attorney Fee Fund reasonably determines that any individual or entity has engaged in a pattern or practice of providing unreliable information to the Attorney Fee Fund, it may decline to accept additional information from such individual or entity in the future and/or deny payment of any award to that individual or entity and/or refer the matter to the MDL Court.

### Section 3.4 Fee Panel Solely Responsible for Contingent Fee Awards

As set forth in Section III.H. of the Fee Agreement as to Teva/Allergan and Section II.H of the Fee Agreement as to the other Settling Defendants, subject to Section 3.5 below, the Fee Panel shall be solely responsible for determining the amount of Contingent Fee Awards. None of the Released Entities (as defined in the Fee Agreement) shall have any responsibility, obligation, or liability of any kind whatsoever with respect to how Contingent Fee Awards are calculated, except that the Fee Panel may receive information from the Settling Defendants: (a) as to the identity of Participating, Non-Participating, Litigating, Later Litigating, and Non-Litigating Subdivisions; (b) regarding the impact of non-participation by a Litigating Subdivision as is relevant to the Fee Panel's determination in Section III.E.6 of the Fee Agreement as to Teva/Allergan and in Section II.C.4 of the Fee Agreement as to the other Settling Defendants; and (c) such other information as the Settling Defendants may voluntarily elect to provide.

Any person or entity claiming a right or title to, or interest in, a Contingent Fee Award shall be subject to the provisions of these Contingent Fee FDPs, including without limitation the eligibility requirements set forth in Section 3.2 above and the obligation to file a Contingent Fee Application that complies with all requirements established by these Contingent Fee FDPs or otherwise by the Fee Panel pursuant to the Fund Documents.

### Section 3.5 Alternative Dispute Resolution Procedures

#### (a) Overview

After all required Contingent Fee Application materials and certifications have been completed, the Attorney Fee Fund will issue to the Contact Counsel a notification of a fee award amount and/or a notification of a finding of non-eligibility. An applicant who disagrees with the Attorney Fee Fund's decision that s/he is ineligible for a Contingent Fee Award, or who disputes the amount of an award due to the accuracy of the mathematical calculation, may seek to resolve that dispute pursuant to these Alternate Dispute Resolution Procedures ("ADR Procedures"). While Section II.B.4 of the Fee Agreement as to the Settling Distributors and Janssen, Section III.D.4. of the Fee Agreement as to Teva/Allergan, and Section II.B.7. of the Fee Agreement as

to the Settling Pharmacies, prohibits any appeal of the Attorney Fee Fund's final determination under these Procedures, an applicant who is initially determined to be ineligible for an award, but who receives an award following ADR, and who then disputes the amount of the award, may seek to resolve a dispute on the issue of the amount of the new award pursuant to these ADR Procedures.

These procedures may be modified by the Attorney Fee Fund at the Fee Panel's discretion.

(b) Contingent Fee Applications Eligible for Alternative Dispute Resolution

In order to be eligible for ADR, the applicant must first receive written notice from the Attorney Fee Fund that s/he is eligible or ineligible for an award.

(c) Notice of Dispute

An applicant who wishes to seek ADR must provide notice from Contact Counsel by completing the Notice of Dispute form that is attached to these Contingency Fee FDPs as Exhibit A, and returning the form to the Attorney Fee Fund in accordance with Section 3.5(f) below within **28 days** of the date notification is sent by the Attorney Fee Fund that the applicant is eligible or ineligible for a Contingent Fee Award.

(d) Supporting Statement

- (1) In addition to the Notice of Dispute, the Contact Counsel may provide (at the same time the Notice of Dispute is submitted) a written statement (not to exceed 5 double spaced pages) containing the applicant's position and argument.
- (2) An applicant who disagrees with the Attorney Fee Fund's initial decision that s/he is ineligible for an award shall state with specificity his or her position as to why the applicant should be eligible for an award. An applicant who disputes the amount of an award shall state with specificity what he or she believes the correct amount of the award should have been, and shall explain his or her position as to why the Attorney Fee Fund's initial award was in error.
- (3) The written statement may contain legal arguments but should otherwise rely solely on the materials and certifications provided with the Contingent Fee Application submitted in support. If the applicant believes that the Attorney Fee Fund should consider material or information that was not provided with the Contingent Fee Application, then that material must be submitted at the time the written statement is submitted. The applicant should specifically explain in the statement: (a) why the material or information is relevant to the Attorney Fee Fund's decision; and (b) why the material or information was not submitted with the initial Contingent Fee Application. The Attorney Fee Fund may consider the failure to



submit all required material with the Contingent Fee Application as a reason to deny any request made pursuant to these ADR Procedures.

(e) Attorney Fee Fund Response

- (1) As soon as reasonably possible, the Attorney Fee Fund shall provide a written response.
- (2) The Attorney Fee Fund's response may: (a) grant the applicant's request and issue a new or revised Contingent Fee Award; (b) deny the applicant's request and affirm the original Contingent Fee Award or denial of eligibility for an award; or (c) request additional material or information from the applicant and/or ask the applicant to further discuss the written statement and initial award with the Attorney Fee Fund.
- (3) Any material requested by the Attorney Fee Fund pursuant to this section shall be submitted to the Attorney Fee Fund within 14 days of the Attorney Fee Fund's request. Any discussion requested by the Attorney Fee Fund shall occur within 14 days of the Attorney Fee Fund's request. As soon as reasonably possible, the Attorney Fee Fund shall issue a further response consistent with Section 3.5(e)(2) of these FDPs.
- (4) Any revised Contingent Fee Award or denial of eligibility issued pursuant to this section is final, and may not be appealed, except that an applicant who was initially determined to be ineligible for a Contingent Fee Award but received an award following Alternative Dispute Resolution, and who now disputes the amount of the award, may seek to resolve the issue of the amount of the new Contingent Fee Award pursuant to these ADR Procedures. Such an applicant shall submit a new notice that complies with Section 3.5(c) of these FDPs within 28 days of the date notification is sent by the Attorney Fee Fund of the new or revised Contingent Fee Award.
- (5) In its response made pursuant to this section, the Attorney Fee Fund may, but is not required to, explain the reasons for its decision. The Attorney Fee Fund may, but is not required to, make its written response available to other applicants. The Attorney Fee Fund may also refer to or cite to previous written responses when issuing a response to an applicant.
- (6) The Attorney Fee Fund shall make its best efforts to issue written responses pursuant to this Section within 28 days of receiving an applicant's written statement and in the order that the written statements are received. However, at its sole discretion, the Attorney Fee Fund may group requests for ADR together if they raise similar

issues and issue one written response for such a group of Contingent Fee Applications, even if doing so means that written responses will not be issued within 28 days of every request nor issued in the order requests are received.

(f) Other provisions

- (1) Any written statements, responses, or forms sent pursuant to these ADR procedures shall be submitted electronically using the same system used to submit Contingent Fee Applications.
- (2) Any time limit set forth in these ADR procedures may be extended unilaterally by the Fee Panel or by agreement of the parties. Failure to comply with a deadline by an applicant (without obtaining an extension) may result in the original Contingent Fee Award or determination of ineligibility becoming final.
- (3) The applicant shall be solely responsible for the payment of her/his fees, expenses, or costs associated with preparing and submitting a written statement and other materials.
- (4) The Attorney Fee Fund shall not be liable to any party for any act or omission in connection with any evaluation conducted under these ADR procedures.
- (5) The Attorney Fee Fund shall treat all material submitted pursuant to these ADR procedures as confidential, except that it may be disclosed in a response written by the Attorney Fee Fund pursuant to Section 3.5(e)(5) of these FDPs to the extent it is necessary to explain the Attorney Fee Fund's decision, and further except that all such material, and any other material submitted by an applicant to the Attorney Fee Fund in connection with a Contingent Fee Application, may be disclosed to the MDL Court.

## SECTION IV

### Contingent Fee Applications Materials

#### Section 4.1 Contingent Fee Application

The Attorney Fee Fund shall prepare suitable and efficient Contingent Fee Application materials for applicants seeking to apply for a Contingent Fee Award. The Contingent Fee Application form to be used by the Attorney Fee Fund shall be developed by the Attorney Fee Fund in consultation with the MDL PEC. The Attorney Fee Fund shall also develop a method and instructions for the electronic submission (and withdrawal) of Contingent Fee Applications, supporting materials, and materials submitted pursuant to the Alternative Dispute Resolution Procedures set in forth in Section 3.5 of these FDPs.

## Section 4.2 Withdrawal of Contingent Fee Applications

A Contact Counsel may withdraw or amend a Contingent Fee Application before the time period prescribed in Section 3.1.

## SECTION V

### Miscellaneous

#### Section 5.1 Costs Considered

Notwithstanding any provisions of these Contingency Fee FDPs to the contrary, the Fee Panel shall always give appropriate consideration to the cost of investigating and uncovering invalid Contingent Fee Applications so that the payment of Contingent Fee Awards to valid Attorney Fee Fund applicants is not further impaired by such processes with respect to issues related to the accuracy and completeness of information included in the Contingent Fee Application. Nothing herein shall prevent the Fee Panel, in appropriate circumstances, from contesting the validity of any Contingent Fee Application to the Attorney Fee Fund, whatever the costs, or declining to accept Contingent Fee Applications from sources that the Fee Panel has determined to be unreliable pursuant to the Contingent Fee Application Audit Program described in Section 3.3 above.

#### Section 5.2 Discretion to Vary the Order and Amounts of Payments in Event of Limited Liquidity

Consistent with the provisions hereof, the Fee Panel shall proceed as quickly as possible to liquidate valid Contingent Fee Awards and shall make payments to holders of such awards in accordance with these Contingency Fee FDPs promptly as funds become available and as awards are liquidated, while maintaining sufficient resources to pay Attorney Fee Fund expenses and future valid awards in substantially the same manner.

Because the Attorney Fee Fund's income over time remains uncertain, and decisions about payments must be based on estimates that cannot be done precisely, payments may have to be revised in light of experiences over time, and there can be no guarantee of any specific level of payment to applicants. However, the Fee Panel shall use their best efforts to treat similar Contingent Fee Applications in substantially the same manner, consistent with their duties as the Fee Panel, the purposes of the Attorney Fee Fund, the established allocation of funds as between the Common Benefit Fund and the Contingency Fee Fund, the required offsets, refunds and credits due to the Settling Defendants, and the practical limitations imposed by the inability to predict the future with precision.

#### Section 5.3 Releases

The Fee Panel shall have the discretion to determine the form and substance of the releases and certifications to be provided to the Attorney Fee Fund. As a condition to making any payment, the Attorney Fee Fund shall obtain a general, partial, or limited release as appropriate in accordance with the applicable state or other law.

#### Section 5.4 Third-Party Services

Nothing in these Contingency Fee FDPs shall preclude the Attorney Fee Fund from contracting with another claims resolution organization to provide services to the Attorney Fee Fund, provided that eligibility and valuation determinations are made in accordance with the relevant provisions of these Contingency Fee FDPs.

#### Section 5.5 Amendments

Except as otherwise provided herein, the Fee Panel may amend, modify, delete, or add to any provision of these Contingency Fee FDPs, except as provided in the Fund Documents.

#### Section 5.6 Severability

Should any provision contained in these Contingency Fee FDPs be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of these Contingency Fee FDPs.

#### Section 5.7 Governing Law

Except for purposes of determining the eligibility for or value of any Contingent Fee Award, administration of these Contingency Fee FDPs shall be governed by, and construed in accordance with, the laws of the State of Delaware.

#### Section 5.8 Definitions; Conflict with Fund Documents

Unless otherwise defined herein, all capitalized terms shall have the meaning supplied to them by the Fund Documents. In the event of any conflict between the provisions of the Contingency Fee FDPs and the provisions of the Fund Documents, the provisions of the Fund Documents shall govern and control.

**EXHIBIT A**

**NOTICE OF DISPUTE**

Please provide the same information *as currently stated* on your Contingent Fee Application:

Current Contact Counsel Name:

Law Firm:

Email:

Direct Phone Number:

Crosslink ID (e.g. CL-876543) for each applicable Application:

The undersigned, as Contact Counsel with respect to the above referenced Application(s), hereby provides Notice of Dispute in accordance with the ADR Procedures set forth in Section 3.5 of the Contingency Fee FDPs.

Brief description of dispute:

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Pursuant to Section 3.5 of the Contingency Fee FDPs, you may also append to this Notice a written statement of position and argument no longer than 5 double-spaced pages.

Submitted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_:

**Under penalty of perjury, I, [Contact Counsel name], 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: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_