AGENDA

ALISO VIEJO CITY COUNCIL
WEDNESDAY, APRIL 05, 2023
7:00 PM REGULAR MEETING

City Hall
Council Chambers
12 Journey
Aliso Viejo, CA

Mayor Richard W. Hurt
Mayor Pro Tem Mike Munzing
Councilmember Tiffany Ackley
Councilmember Ross Chun
Councilmember Max Duncan

WELCOME to the City of Aliso Viejo City Council meeting. Those persons wishing to address the City Council are requested to complete and submit to the City Clerk a "Request to Address City Council" form available at the entrance to the City Council Chambers. Speakers will be called at the appropriate time as their interested matter is heard. COMMENTS WILL BE LIMITED TO THREE MINUTES PER SPEAKER. Council proceedings are recorded.

It is the City's intention to comply with the Americans with Disabilities Act (ADA). If you need special assistance to participate in the meeting, the City will make reasonable arrangements to ensure accessibility and/or accommodations. [28 CFR 35.102-35.104 ADA Title II] Please contact the City Clerk's Office at (949) 425-2505 at least 48 hours prior to the meeting.

Regular meetings of the City Council are held on the first and third Wednesday of the month at the City Hall Council Chambers, 12 Journey, Aliso Viejo. Copies of the agenda are available in the lobby at City Hall on the Thursday preceding a regularly scheduled City Council meeting. All communications received by the City regarding an agenda item have been included in the agenda materials. Supplemental documents relating to specific agenda items, including communications received after agenda delivery, are presented at the dais and in the Public Copy agenda binder at the time of the meeting. Supplemental documents are also available for review in the City Clerk's office, 12 Journey, Aliso Viejo. For more information, please contact City Hall at (949) 425-2505.

This meeting will be broadcast live on Cox Communications Channel 851, AT&T U-Verse Channel 99 and the City's website. By attending the City Council Meeting, you are giving your permission to be televised. The Council Meetings are rebroadcast on Wednesday at 7:00 p.m. on Cox Communications Channel 851, AT&T U-Verse Channel 99, and can be viewed on the internet at www.avcity.org.

DAVID A. DOYLE	SCOTT C. SMITH	MITZI ORTIZ
CITY MANAGER	CITY ATTORNEY	CITY CLERK

PLEASE SILENCE ALL CELL PHONES AND OTHER
ELECTRONIC EQUIPMENT WHILE CITY COUNCIL IS IN SESSION

CALL TO ORDER: CONVENE REGULAR MEETING

ROLL CALL

PLEDGE OF ALLEGIANCE:

1. SPECIAL PRESENTATIONS:

1.1. PROCLAMATION - FAIR HOUSING MONTH
Proclamation

1.2. PROCLAMATION - DMV / DONATE LIFE MONTH
Proclamation

1.3. PROCLAMATION - NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK
Proclamation

2. ADDITIONS, DELETIONS, REORDERING TO THE AGENDA:

3. COMMUNITY INPUT:

Members of the public wishing to address the City Council are requested to complete and submit to the City Clerk a "Request to Address City Council" form available at the entrance to the City Council Chambers. In compliance with the Brown Act, no discussion or action may be taken on comments received at this time, except the City Council may briefly respond to statements made or questions posed. Comments are limited to three (3) minutes per speaker.

4. CONSENT CALENDAR:

All matters listed on the Consent Calendar will be acted upon by one vote unless members of the City Council, or staff request a matter to be discussed and/or removed from the Consent Calendar for separate action. Items removed from the Consent Calendar will be discussed and voted upon immediately following City Council action on the remainder of the Consent Calendar.

4.1. WAIVE THE READING OF ALL ORDINANCES AND RESOLUTIONS

Recommended Action: Approve the reading by title only of all ordinances and resolutions wherein the titles appear on the public agenda; said titles shall be determined to have been read by title, and further reading is waived.

4.2. APPROVAL OF MINUTES

Recommended Action: Approve the Minutes as submitted for the March 15, 2023 Special Meeting and the March 15, 2023 Regular Meeting.

Draft Minutes - March 15, 2023 Special Meeting
Draft Minutes - March 15, 2023 Regular Meeting

4.3. ACCOUNTS PAYABLE

Recommended Action: Ratify accounts payable checks and electronic funds transfers issued between March 8, 2023, and March 16, 2023, in the amount of $1,386,410.55.

Staff Report
Attachment 1 - Accounts Payable Report

4.4. TREASURER'S STATEMENT – FEBRUARY 2023

Recommended Action: Receive and file the February 2023 Treasurer's Statement.

Staff Report
Attachment 1 - Feb'23 Treasurer's Report

4.5. NATIONAL OPIOID SETTLEMENT AGREEMENTS WITH DEFENDANTS TEVA; ALLERGAN; WALMART; WALGREENS; AND CVS

Recommended Action:

1. Opt into settlement agreement with three pharmacy chains—CVS, Walgreens, and Walmart and direct the City Manager or his designee to execute any documents necessary to implement the action and, when possible, allocate the City's designated share of settlement funds to the County of Orange; and
2. Opt into settlement agreement with two opioid manufacturers—Allergan and Teva and direct the City Manager or his designee to execute any documents necessary to implement the action and, when possible, allocate the City's designated share of settlement funds to the County of Orange.

Staff Report
Attachment 1 - Settlement Overview
Attachment 2 - Agreements

5. PUBLIC HEARINGS:

5.1. FIRST PUBLIC HEARING TO CONSIDER COMPOSITION OF DISTRICTS FOR BY-DISTRICT ELECTIONS

Recommended Action: Conduct first public hearing, receive and consider input from the public, provide further direction to staff.

Staff Report
Attachment 1 - 2023 Existing Conditions Report
Attachment 2 - Districting Instructions
Attachment 3 - Idea Form
Attachment 4 - Districting Plan Proposal Submission Map
Attachment 5 - Presentation

5.2. REQUEST TO APPROVE CONDITIONAL USE PERMIT AND EXCEPTION PERMIT TO ESTABLISH A BATTING CAGE FACILITY WITH REDUCED PARKING BY 19 SPACES AT 6 JOURNEY, SUITE 100 (USE-2022-00011)

Recommended Action:

1. Open and conduct a public hearing;
2. Find that the request is exempt from the California Environmental Quality Act pursuant to State CEQA Guidelines Sections 15301 (Existing Facilities); and
3. Adopt a Resolution (Attachment 1) approving Conditional Use Permit and Exception Permit to establish a batting cage facility with reduced parking by 19 spaces at 6 Journey, Suite 100 (USE-2022-00011).

Staff Report
Attachment 1 - Resolution
Attachment 2 - Applicant Project Description Letter
Attachment 3 - Sound Mitigation Measures
Attachment 4 - Parking Evaluation and Survey
Attachment 5 - Project Plans
Attachment 6 - Presentation

5.3. APPROVAL OF A THIRD AMENDMENT TO THE FY 2020-2021 ANNUAL ACTION PLAN FOR THE PROPOSED USE OF COMMUNITY DEVELOPMENT BLOCK GRANT - CORONAVIRUS (CDBG-CV) FUNDS

Recommended Action:

1. Conduct a public hearing;
2. Declare the City Council finds the Third Amendment to the FY 2020-2021 Annual Action Plan is not subject to the California Environmental Quality Act ("CEQA") as the activity is not a project defined in Section 15378(b)(5) of the state CEQA Guidelines;
3. Approve and adopt the Third Amendment to the FY 2020-2021 Annual Action Plan for the use of Community Development Block Grant-Coronavirus ("CDBG-CV") funds (Attachment 2); and
4. Authorize the City Manager to submit the Third Amendment to the FY 2020-2021 Annual Action Plan to the U.S. Department of Housing and Urban Development ("HUD") and to execute the HUD contract and authorize the City Manager to submit all related documents with the implementation of the Action Plan Substantial Amendment.

Staff Report
Attachment 1 - CDBG-CV Amended Plan
Attachment 2 - Presentation

6. DISCUSSION:

None.

7. CITY MANAGER' S REPORT:

8. ANNOUNCEMENTS / COUNCIL COMMENTS / COMMITTEE UPDATES:

9. ADJOURNMENT:

The next regularly scheduled City Council meeting is April 19, 2023.

Proclamation

Fair Housing Month – April 2023

WHEREAS, one of the greatest freedoms enjoyed by Americans is the freedom to live in a home of one's choice; and

WHEREAS, this promise is made to us by the Nation's Fair Housing Law which requires that all people be treated equally in connection with sale or rental of housing, regardless of race, color, national origin, sex, gender identity, disability, sexual orientation, marital status, age, familial status or religion; and

WHEREAS, this year marks the 55th anniversary of the Federal Fair Housing Act, the original legislation targeting the elimination of housing discrimination in America; and

WHEREAS, since the adoption of the fair housing legislation in April 1968, April has been designated Fair Housing Month; and

WHEREAS, each year the U.S. Department of Housing and Urban Development and the Fair Housing Foundation organize events and activities during this month to focus attention on the issue of equal opportunity in housing; and

WHEREAS, April is Fair Housing Month throughout the nation and we are asking each resident of the City of Aliso Viejo to support efforts to put into practice the principles of freedom, justice and equality upon which this great nation was founded,

NOW, THEREFORE, BE IT RESOLVED, that the Aliso Viejo City Council does hereby proclaim April 2023 as Fair Housing Month in the City of Aliso Viejo.

Dated this 5th day of April, 2023

Richard Hurt, Mayor

Proclamation

DMV/Donate Life Month – April 2023

WHEREAS, organ, eye, tissue, marrow and blood donation are life-giving acts recognized worldwide as expressions of compassion to those in need; and

WHEREAS, more than 100,000 individuals nationwide and more than 20,000 in California are currently on the national organ transplant waiting list, and on average, 17 people die each day while waiting; and

WHEREAS, the need for donated organs is especially urgent in Hispanic, Latino, and African American communities; and

WHEREAS, a single individual's donation of the heart, lungs, liver, kidneys, pancreas and small intestine can save up to eight lives; and

WHEREAS, donation of tissue can save and heal the lives of more than 75 others; and

WHEREAS, organ donors saved more than 40,000 lives last year the most ever; and

WHEREAS, any person can register to be an organ, eye and tissue donor regardless of age or medical conditions; and

WHEREAS, being a registered donor does not impact the quality of life-saving medical care a person receives in an emergency.

NOW, THEREFORE BE IT RESOLVED, that the Aliso Viejo City Council does hereby proclaim the month of April 2023 as DMV/Donate Life Month in the City of Aliso Viejo and encourages residents to check "YES!" online, or when applying for or renewing their driver's license or I.D. card at the DMV.

Dated this 5th day of April, 2023

Richard Hurt, Mayor

Proclamation

National Public Safety Telecommunicators Week
April 9-15, 2023

WHEREAS, emergencies can occur at any time that require fire or emergency medical services; and

WHEREAS, when an emergency occurs the prompt response of firefighters and paramedics is critical to the protection of life and preservation of property; and

WHEREAS, the safety of our firefighters is dependent upon the quality and accuracy of information obtained from the citizens who telephone the OCFA's Emergency Command Center; and

WHEREAS, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and

WHEREAS, Public Safety Telecommunicators are the single vital link for our firefighters by monitoring their activities by radio, providing them information and ensuring their safety; and

WHEREAS, Public Safety Telecommunicators of the Orange County Fire Authority have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and

WHEREAS, each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year;

NOW, THEREFORE, BE IT RESOLVED, that the Aliso Viejo City Council declares the week of April 9-15, 2023, to be National Public Safety Telecommunicators Week in Orange County, in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

Dated this 5th day of April, 2023

Richard Hurt, Mayor

CITY OF ALISO VIEJO
CITY COUNCIL MINUTES
SPECIAL MEETING
March 15, 2023, 6:00 P.M.
Council Chambers, City Hall, 12 Journey
Aliso Viejo, California

CALL TO ORDER: Mayor Hurt called the Special Meeting of the City Council of the City of Aliso Viejo to order at 6:00 p.m.

ROLL CALL:

PRESENT:	MAYOR RICHARD W. HURT MAYOR PRO TEM MIKE MUNZING COUNCILMEMBER TIFFANY ACKLEY COUNCILMEMBER ROSS CHUN COUNCILMEMBER MAX DUNCAN
ABSENT:	NONE
STAFF PRESENT:	DAVID A. DOYLE, CITY MANAGER SCOTT C. SMITH, CITY ATTORNEY ANN EIFERT, FINANCIAL SERVICES DIRECTOR

PUBLIC COMMENTS:

None.

CLOSED SESSION:

CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code Section 54957.6
Agency Designated Representatives: City Manager and City Attorney
Unrepresented Employees: All Employees

REPORT FROM CLOSED SESSION:

City Attorney Scott Smith stated no reportable action was taken.

ADJOURNMENT: Mayor Hurt adjourned the meeting at 7:01 p.m. to the March 15, 2023 Regular Council Meeting.

Respectfully submitted:

_____
MITZI ORTIZ, MMC
CITY CLERK

Approved by:

_____
RICHARD HURT
MAYOR

DRAFT

CITY OF ALISO VIEJO
CITY COUNCIL MINUTES
REGULAR MEETING
MARCH 15, 2023, 7:00 P.M.
Council Chambers, City Hall, 12 Journey
Aliso Viejo, California

CALL TO ORDER: Mayor Hurt called the Regular Meeting of the City Council of the City of Aliso Viejo to order at 7:05 p.m.

ROLL CALL

PRESENT: MAYOR RICHARD W. HURT
MAYOR PRO TEM MIKE MUNZING
COUNCILMEMBER TIFFANY ACKLEY
COUNCILMEMBER ROSS CHUN
COUNCILMEMBER MAX DUNCAN

ABSENT: NONE

STAFF PRESENT: DAVID A. DOYLE, CITY MANAGER
SCOTT C. SMITH, CITY ATTORNEY
MITZI ORTIZ, CITY CLERK
ANN EIFERT, FINANCIAL SERVICES DIRECTOR
SHAUN PELLETIER, PUBLIC WORKS DIRECTOR
SO KIM, COMMUNITY DEVELOPMENT DIRECTOR
LIZZY MENDOZA, RECREATION & COMMUNITY SERVICES MANAGER
ISAAC AZIZ, INFORMATION TECHNOLOGY MANAGER
CAPT. ALAN VILLANUEVA, CHIEF OF POLICE SERVICES

PLEDGE OF ALLEGIANCE: Information Technology Manager Isaac Aziz led the pledge of allegiance.

REPORT FROM CLOSED SESSION:

City Attorney Scott Smith stated no reportable action taken.

1. SPECIAL PRESENTATIONS:

1.1. RECOGNITION OF BOYS & GIRLS CLUBS OF CAPISTRANO VALLEY YOUTH OF THE YEAR

Mayor Hurt introduced Boys & Girls Clubs of Capistrano Valley Executive Director James Littlejohn, Associate Executive Director Nicole Watson, Area Director Gabriella Littlejohn, and Branch Director Summer Mejia. Ms. Mejia introduced Youth of the Year Luis Alva Roman. Mr. Roman provided a presentation on his experience with the Boys & Girls Club. Mayor Hurt presented a certificate of recognition to Mr. Roman.

2. ADDITIONS, DELETIONS, REORDERING TO THE AGENDA:

None.

3. COMMUNITY INPUT:

None.

4. CONSENT CALENDAR:

Unless otherwise indicated below, the following pertains to all items on the Consent Calendar.

Motion: Mayor Pro Tem Munzing moved and Councilmember Chun seconded to approve the recommended actions. Motion carried 5-0.

4.1. WAIVE THE READING OF ALL ORDINANCES AND RESOLUTIONS

Recommended Action: Approve the reading by title only of all ordinances and resolutions wherein the titles appear on the public agenda; said titles shall be determined to have been read by title, and further reading is waived.

4.2. APPROVAL OF MINUTES

Recommended Action: Approve the Minutes as submitted for the March 1, 2023 Special Meeting and the March 1, 2023 Regular Meeting.

4.3. ACCOUNTS PAYABLE

Recommended Action: Ratify accounts payable checks and electronic funds transfers issued on March 2, 2023, in the amount of $228,553.48.

4.4. FISCAL YEAR 2022-23 FINANCIAL UPDATE

Recommended Action:
1. Receive and file the fiscal year (FY) 2022-23 financial update;
2. Appropriate an additional $61,500 and $16,000 for the Aquatic Center and the AV Center, respectively, for the FY 2022-23 budget; and
3. Appropriate an additional $100,000 to the General Fund for the implementation of district elections.

4.5. FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH CIVIC SOLUTIONS, INC. TO PROVIDE PLANNING CONSULTING SERVICES

City Manager David Doyle and Community Development Director So Kim responded to questions regarding scope of services.

Recommended Action: Approve and authorize the City Manager to execute a Fourth Amendment to the Professional Services Agreement with Civic Solutions, Inc. for planning consulting services to increase the total compensation by an amount not to exceed $40,000.

Motion: Councilmember Ackley moved and Councilmember Chun seconded to approve the recommended action. Motion carried 5-0.

4.6. GENERAL PLAN ANNUAL PROGRESS REPORT FOR CALENDAR YEAR 2022

Recommended Action:
1. Find that the action is not a project as defined by the California Environmental Quality Act pursuant to State CEQA Guidelines section 15378(b)(5);
2. Receive and file the 2022 General Plan Annual Progress Report (APR); and
3. Direct staff to submit the APR to the Governor's Office of Planning and Research (OPR) and the Department of Housing and Community Development (HCD).

5. PUBLIC HEARINGS:

None.

6. DISCUSSION:

6.1. RESOLUTION OF INTENTION REGARDING TRANSITION TO DISTRICT-BASED ELECTIONS

City Attorney Scott Smith provided an overview. Staff responded to questions regarding demographer services, public meeting process, community of interest, safe harbor

provision, litigation, attorney's fees, and voting precincts. Councilmembers commented on the matter.

Recommended Action: Adopt Resolution No. 2023-09 entitled: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA DECLARING ITS INTENTION TO TRANSITION FROM AT-LARGE TO BY-DISTRICT ELECTIONS AND FINDING THIS TRANSITION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO STATE CEQA GUIDELINES SECTIONS 15061(b)(3), 15320, AND 15378(b)(5).

Motion: Councilmember Chun moved and Mayor Pro Tem Munzing seconded to approve the recommended action. Motion carried 5-0.

7. CITY MANAGER' S REPORT:

City Manager David Doyle announced registration for spring recreation and Spring Break Camp programs; Movie Night to be held March 31, 2023, at 6:00 p.m. at Aliso Viejo Middle School; registration and scholarships for Summer Camp programs; JamFest and Summer Camp Expo to be held April 29, 2023, from 11:00 a.m. to 2:00 p.m. at Aliso Viejo Ranch; and installation of owl boxes at Aliso Viejo Ranch.

8. ANNOUNCEMENTS / COUNCIL COMMENTS / COMMITTEE UPDATES:

Councilmember Duncan:
- Attended Canyon Vista Elementary School performance
- Attended Aliso Viejo Little League Opening Day
- Attended Eureka! Soft Opening

Councilmember Ackley:
- Requested update on Aliso Viejo Ranch harvest and donation to South County Outreach
- Encouraged residents to participate in Summer Camp programs
- Attended Aliso Viejo Little League Opening Day
- Attended Eureka! Soft Opening

Councilmember Chun:
- Attended Aliso Viejo Chamber of Commerce tour of Aliso Viejo Ranch
- Commended Eagle Scout Vikram Venkateswaran for owl box project
- Attended ACC-OC Sacramento Advocacy Trip
- Attended Boys & Girls Club of Laguna Beach Partner Breakfast
- Attended Eureka! Soft Opening
- Attended OCFA Open House

Mayor Pro Tem Munzing:
- Attended Aliso Viejo Little League Opening Day

- Attended Aliso Viejo Chamber of Commerce tour of Aliso Viejo Ranch
- Attended Aliso Viejo Chamber of Commerce Networking Breakfast
- Attended Eureka! Soft Opening

Mayor Hurt:
- Attended Canyon Vista Elementary School Assembly
- Attended Aliso Viejo Little League Opening Day
- Attended Eureka! Soft Opening

9. **ADJOURNMENT:** Mayor Hurt adjourned the meeting at 7:49 p.m. to the regularly scheduled meeting of April 5, 2023.

Respectfully submitted: Approved by:

_____ _____

MITZI ORTIZ, MMC
CITY CLERK

RICHARD HURT
MAYOR

DRAFT

City of Aliso Viejo
AGENDA ITEM

DATE: April 5, 2023

TO: Mayor and City Council

FROM: Ann Eifert, Director of Financial Services

SUBJECT: ACCOUNTS PAYABLE

Recommended Action:

Ratify accounts payable checks and electronic funds transfers issued between March 8, 2023, and March 16, 2023, in the amount of $1,386,410.55.

Fiscal Impact:

Expenditures in the amount of $1,386,410.55.

Background:

The City issues accounts payable checks on bi-weekly basis and presents it to City Council for ratification at its next regularly scheduled City Council meeting.

Discussion:

The attached register containing checks and electronic funds transfers between March 8, 2023 and March 16, 2023, for a total of $1,386,410.55 is being presented for ratification. All payments have been made in compliance with the City's purchasing policy and procedures. Payments have been reviewed and approved by the appropriate departmental staff. The issued accounts payable checks and electronic funds transfers have been reviewed and deemed in accordance with the fiscal year budget by the Director of Financial Services.

Attachment:

1. Accounts Payable Report

Accounts Payable

Vendor Name	Description (Item)	Amount
101 - GENERAL FUND		
CIVIC SOLUTIONS INC	FEB'23 GB AV COMMONS REMODEL	80.00
CHOICE BUILDER	APR'23 DENTAL INSURANCE	2,570.46
CHOICE BUILDER	APR'23 VISION INSURANCE	406.79
CALIFORNIA NEWSPAPERS PARTNERSHIP	REF0011585866-2/16 FENNEL PHN	632.40
HF&H CONSULTANTS LLC	JAN'23 SOLID WASTE COMPLIANCE AUDIT	10,338.75
THE LOFTCRAFTERS	BLDR22-00105_7 CRESTVIEW_THE LOFTCRAFTERS	500.00
DICKINSON CAMERON CONSTRUCTION	BLDC22-00009_26541 ALISO CREEK RD_DICKINSON CAM	750.00
DICKINSON CAMERON CONSTRUCTION	BLDC22-00028_26541 ALISO CREED RD_DICKINSON CAM	500.00
		15,778.40
CITY COUNCIL		
AT&T	JAN'23 CC PHONES	233.14
US BANK PURCHASING CARD PROGRAM	DL-MM-ACC-OC MASS SHTG & CRIT INCIDENT PREP REGIST	25.00
US BANK PURCHASING CARD PROGRAM	DL-RC-ACC-OC SAC ADV TRIP AIRFARE	186.98
US BANK PURCHASING CARD PROGRAM	DL-RC-ACC-OC-SACRAMENTO ADVOCACY TRIP REGISTRATION	795.00
US BANK PURCHASING CARD PROGRAM	DL-RC-ACC-OC SAC ADV TRIP AIRFARE FEE	20.00
US BANK PURCHASING CARD PROGRAM	DL-RC-ACC-OC SAC ADV TRIP AIRFARE FEE	20.00
	CITY COUNCIL TOTAL:	**1,280.12**
CITY MANAGER		
AT&T	JAN'23 HUMAN RESOURCES PHONE	49.62
AT&T	JAN'23 CITY MANAGER PHONE	193.27
ALISO VIEJO COUNTRY CLUB	DEPOSIT FOR OCCMA JUNE 2023 GOLF RETREAT	585.00
US BANK PURCHASING CARD PROGRAM	DD-CM FASTRACK/TOLL ROADS MONTHLY CHARGES	335.00
US BANK PURCHASING CARD PROGRAM	DD-2/13-LOCC CITY MANAGERS CONF-ACCOMODATIONS	581.93
	CITY MANAGER TOTAL:	**1,744.82**
ECONOMIC DEVELOPMENT		
ERIC WINTER	MAR'23-BUS OF THE MONTH_GPS INC	735.42
	ECONOMIC DEVELOPMENT TOTAL:	**735.42**
CITY CLERK		
CALIFORNIA NEWSPAPERS PARTNERSHIP	FEB'23 LEGAL NOTICES REF0011585870 REF0011586985	510.88
	CITY CLERK TOTAL:	**510.88**
FINANCE		
GARDAWORLD	MAR'23 CASH COURIER SERVICE CITY HALL	478.02
CHOICE BUILDER	APR'23 ADMIN FEE	35.00
MGT OF AMERICA LLC	FY22-23 SB90 STATE MANDATE COST-2ND PAYMENT	1,300.00
STAPLES ADVANTAGE	8TAB DIVIDERS+LETTER OPENER+FOOTREST+WRISTREST	73.33
ANN EIFERT	AE 2-5 CSMFO CONFERENCE - REIMB FOR AIR TRAVEL	78.98
ANN EIFERT	AE 1-31 CSMFO CONFERENCE - REIMB FOR MEALS	23.58
	FINANCE TOTAL:	**1,988.91**
INFORMATION TECHNOLOGY		
NATHAN M KEETER	MAR'23 NETWORK SUPPORT & SECURITY	416.67
AT&T	FEB'23 CH-ALARM/POTS LINE	3,037.12
AT&T	FEB'23 - AT&T ELEVATOR LINE - CITY HALL	1,692.39
AT&T	JAN'23 EOC MIFI	160.96
AT&T	JAN'23 FLEET COMPLETE GPS	128.10
AT&T	JAN'23 EOC PHONES	109.38
AT&T	JAN'23 CITY HALL MIFI	163.96
JOSE RUEL FABELLA DIRA	JAN'23 ENERGOV & GIS	1,200.00
JOSE RUEL FABELLA DIRA	FEB'23 ENERGOV & GIS	1,000.00
CORELOGIC, INC	GIS SPATIAL RECORD UTILITIES	1,305.59
ELIZABETH MENDOZA	EM - ELECTRONIC DEVICE REIMBURSEMENT - IPAD	707.65
COX COMMUNICATIONS, INC	FEB'23 INTERNET #0202 TV/CABLE - CITYHALL	178.10
COX COMMUNICATIONS, INC	FEB'23 ACCT#9302 SERVER ROOM	85.39
US BANK PURCHASING CARD PROGRAM	IA-12/28 EOC YOUTUBE SUBSCR	64.99
US BANK PURCHASING CARD PROGRAM	IA- 12/24 GODADDY SHOPALISO.COM	24.17

Vendor Name	Description (Item)	Amount
US BANK PURCHASING CARD PROGRAM	IA-1/7GODADDY CAMPAV.ORG	21.17
US BANK PURCHASING CARD PROGRAM	IA-12/23 GODADDY AUCTIONS MEMBERSHIP DOMAIN	4.99
US BANK PURCHASING CARD PROGRAM	IA-1/16 WAITWHILE SUBSCRIPTION	159.00
US BANK PURCHASING CARD PROGRAM	IA-1/4 AMAZON UPS BATTERY REPLACEMENTS	333.18
US BANK PURCHASING CARD PROGRAM	IA-12/21 IT SUPPLIES MICROCENTER	377.22
US BANK PURCHASING CARD PROGRAM	IA-12/23 GOTO MEETING	780.00
US BANK PURCHASING CARD PROGRAM	IA-1/28 EOC YOUTUBE SUBSCR	64.99
US BANK PURCHASING CARD PROGRAM	IA-1/24 IT SUPPLIES MICROCENTER	210.03
US BANK PURCHASING CARD PROGRAM	IA-1/27 PC MAG SUBSCRIPTION CREDIT	(19.99)
US BANK PURCHASING CARD PROGRAM	IA-2/16 WAITWHILE SUBSCRIPTION	159.00
GOTO COMMUNICATIONS	MAR'23 CH GOTO VOIP SERVICE & SUPPORT	2,009.04
TANGENT COMPUTERS INC	FEB'23 CH MICROSOFT 365 E3 LICENSES & SUP	2,999.86
PAGEFREEZER SOFTWARE INC	FY22-23 PAGEFREEZER-SOCIAL MEDIA ARCHIVER	4,848.00
LUNAVI, INC	MAR'23 OFFSITE BACKUP STORAGE	1,774.66
	INFORMATION TECHNOLOGY TOTAL:	**23,995.62**
NON-DEPARTMENTAL		
CERTIFIED RECORDS MANAGEMENT	MAR'23 - RECORDS OFF SITE STORAGE	548.45
RICOH USA	MAR'23 RICOH C5200S LEASE	724.63
RICOH USA	MAR'23 RICOH C5200S LEASE	5.29
RICOH USA	FEB'23 RICOH 2504EX (FRONT COUNTER)-LATE FEES	9.16
NESTLE WATERS NORTH AMERICA	FEB'23-CH-COFFEE/WATER FILTRATION & FLTR SVC	53.83
IPROMOTEU.COM INC	BUSINESS CARDS FOR REC STAFF	64.60
IPROMOTEU.COM INC	BUS CARDS-R MCFARLAND & J LOPEZ & K HOLMES	142.07
PEAK LIGHTING & ELECTRIC INC	FEB'23 VISTA PARK LIGHTING MAINTENANCE	111.91
RICOH USA	MAR'23 RICOH 2504EX SUITE 200-COPIES	22.05
RICOH USA	MAR'23 RICOH 2504EX (FRONT COUNTER)-COPIES	245.84
LEAGUE OF CALIFORNIA CITIES	2023 LOCC ANNUAL MEMBERSHIP DUES	19,549.00
NIEVES LANDSCAPE INC	FEB'23 VISTA PARK LANDSCAPE MAINTENANCE	1,028.96
STAPLES ADVANTAGE	FEB'23 - COPY&BREAK ROOM SUPPLIES NON DEPARTMENTAL	101.91
MIRACLE RECREATION EQUIPMENT COMPANY, INC	IGLESIA PARK PLAYGROUND EQUIPMENT WARNING LABELS	83.69
QUADIENT FINANCE USA, INC	QUADIENT POSTAGE 2/23/23	500.00
RK BRANDS, LLC	JAN'23-11.21 HRS-PIO/ENEW/MYR O._JAN&FEB&VDO/AD_SC	1,008.90
RK BRANDS, LLC	FEB'23-7.13 HRS-PIO/ENEWS/AD_CMP&FR/OT P_ST OF CTY	641.70
ASCAP	FY 22-23 ASCAP MUSIC LICENSE	441.58
VIGICABI INC	SPRING 2023 BANNERS & INSTALLATION	1,400.00
	NON-DEPARTMENTAL TOTAL:	**26,683.57**
C. S. ADMINISTRATION		
THE LOCAL MOMS NETWORK	SUMMER 2023 - SOUTHOCMOMS GUIDE AND SOCIAL POST	300.00
ADVANTAGE MAILING, LLC	SUMMER CAMP 2023 - POCKET BROCHURE	20,127.70
SCOTT WAYNE BAKER	3/31/23 SING 2 MOVIE NIGHT SCREEN & MOVIE LICENSE	1,750.00
SCHOOL NEWS ROLL CALL, LLC	SUMMER 2023-SCHOOLNEWS 1/2 PAGE ADS	750.00
CABCO YELLOW INC	FEB'23 INVOICE- SMP	479.50
SMART LEVELS MAILING & PRINTING INC	BROCHURE PRINTING FOR FACILITY RENTALS	4,459.77
TIERNEY PUBLISHING INC	SUMMER 2023-PARENTING OC-FEB ENHANCED LISTING	75.00
TIERNEY PUBLISHING INC	SUMMER CAMP 2023 - JUNE EL AND HALF PAGE AD	975.00
TIERNEY PUBLISHING INC	SUMMER CAMP 2023 - MAY HALF PAGE AD	900.00
US BANK PURCHASING CARD PROGRAM	JB SUMMER CAMP AD & PROMO	740.00
US BANK PURCHASING CARD PROGRAM	JB SUMMER CAMP AD & PROMO	300.00
US BANK PURCHASING CARD PROGRAM	JB BROCHURE POSTAGE	290.00
US BANK PURCHASING CARD PROGRAM	JB PIRATE EVENT SUPPLIES	61.39
US BANK PURCHASING CARD PROGRAM	JB OAK GROVE CAMP EXPO SUPPLIES	10.00
US BANK PURCHASING CARD PROGRAM	JB JAMFEST SUPPLIES	480.08
US BANK PURCHASING CARD PROGRAM	JB MOVIE NIGHT GAME	19.17
US BANK PURCHASING CARD PROGRAM	JB OAK GROVE CAMP EXPO SUPPLIES	33.21
US BANK PURCHASING CARD PROGRAM	JB CUPID'S CREW EVENT SUPPLIES	19.91
US BANK PURCHASING CARD PROGRAM	JB OAK GROVE CAMP EXPO SUPPLIES	32.25
US BANK PURCHASING CARD PROGRAM	JB CUPID'S CREW EVENT SUPPLIES	2.72
US BANK PURCHASING CARD PROGRAM	JB OAK GROVE CAMP EXPO SUPPLIES	84.00
US BANK PURCHASING CARD PROGRAM	JB GENERAL SUPPLIES	30.26
US BANK PURCHASING CARD PROGRAM	JB BREAKROOM SUPPLIES	41.99
US BANK PURCHASING CARD PROGRAM	NL 2-14 REC LEADER TRAINING CONSORTIUM	15.75
US BANK PURCHASING CARD PROGRAM	NL 2-10 STAFF LED WORKSHOP PIZZA ORDER	36.58
US BANK PURCHASING CARD PROGRAM	NL 2-17 STAFF LED WORKSHOP	11.00
US BANK PURCHASING CARD PROGRAM	NL 2-17 SMART & FINAL WORKSHOP	3.69

Vendor Name	Description (Item)	Amount
US BANK PURCHASING CARD PROGRAM	NL 2-17 SMART & FINAL PLATES	13.49
US BANK PURCHASING CARD PROGRAM	NL 1-24 HDMI RETURN	(15.02)
US BANK PURCHASING CARD PROGRAM	NL 1-27 AUX CONNECTION FOR SOUND SYSTEM	10.76
US BANK PURCHASING CARD PROGRAM	NL 2-10 SAMPLE CHAIR SLIDE PART	4.99
KIDSGUIDE INC	SUMMER 2023 - KIDSGUIDE AD PACKAGE	1,600.00
	C. S. ADMINISTRATION TOTAL:	**33,643.19**
IGLESIA PARK		
PV MAINTENANCE INC	FEB'23 IGLESIA PARK MAINTENANCE	1,113.92
NIEVES LANDSCAPE INC	FEB'23 IGLESIA PARK LANDSCAPE MAINTENANCE	6,846.00
	IGLESIA PARK TOTAL:	**7,959.92**
IGLESIA BUILDING		
HARBOR POINTE AIR CONDITIONING & CONTROL SYSTEMS, INC	FEB'23 IGLESIA HVAC PREVENTATIVE MAINTENANCE	182.85
US BANK PURCHASING CARD PROGRAM	NL 2-16 IGLESIA REPLACEMENT FLOOR MATS	581.76
	IGLESIA BUILDING TOTAL:	**764.61**
IGLESIA PARK COMMUNITY CENTER		
BOYS & GIRLS CLUB OF CAPISTRANO VALLEY	JAN'23 ELEMENTARY & TEEN KEYSTONE PROGRAM	12,336.26
	IGLESIA PARK COMMUNITY CENTER TOTAL:	**12,336.26**
PLANNING		
CIVIC SOLUTIONS INC	FEB'23 JK-PLANNING CONSULTANT SERVICES	7,290.00
CIVIC SOLUTIONS INC	FEB'23 GB PLANNING CONSULTANT SERVICES	800.00
MICHAEL DELGADILLO	AICP TRAINING MATERIAL	63.71
BRIAN JAMES CORNELIUS	FEB-MAR'23 AVTC PLANNING CONSULTATION SERVICES	1,800.00
US BANK PURCHASING CARD PROGRAM	IA-12/30 CONSTANTCONTACT.COM SUBSCR	45.00
US BANK PURCHASING CARD PROGRAM	IA-1/30 CONSTANTCONTACT.COM SUBSCR	45.00
	PLANNING TOTAL:	**10,043.71**
ENGINEERING (GENERAL)		
PV MAINTENANCE INC	MAR'23 WAREHOUSE LEASE	1,035.00
AT&T	JAN'23 PUBLIC WORK TABLETS	137.21
RICHARD FISHER ASSOCIATES	JAN'23 ON-CALL LNDSCPE ARCHT. & INSP. SERVICES	2,796.66
	ENGINEERING (GENERAL) TOTAL:	**3,968.87**
STREET MAINTENANCE		
PV MAINTENANCE INC	FEB'23 STREET MAINTENANCE (45%)	17,502.03
PV MAINTENANCE INC	FEB'23 PACIFIC PARK AC REPAIR	15,107.00
LEAGUE OF CALIFORNIA CITIES	2023 LOCAL STREETS AND ROADS NEEDS ASSESSMENT	500.00
	STREET MAINTENANCE TOTAL:	**33,109.03**
LAW ENFORCEMENT-CONTRACT		
COUNTY OF ORANGE	MAR'23 LIC/GRANT REIMBUR. C19 ARPA CFM#2223-409	(2,707.64)
COUNTY OF ORANGE	MAR'23 LAW ENFORCEMENT	798,643.94
COUNTY OF ORANGE	MAR'23 CONTRACT PAYMENT CREDIT	(2,066.06)
COUNTY OF ORANGE	MAR'23 BODY WORN CAMERA	13,912.44
COUNTY OF ORANGE	MAR'23 IN CAR VIDEO	7,823.85
	LAW ENFORCEMENT-CONTRACT TOTAL:	**815,606.53**
LAW ENFORCEMENT-OTHER		
AT&T	JAN'23 PALS PHONE	44.58
ALL CITY MANAGEMENT SERVICES	01/08-01/21/23 414 HRS-CROSSING GUARD SERVICES	12,051.54
	LAW ENFORCEMENT-OTHER TOTAL:	**12,096.12**
ANIMAL CONTROL		
CITY OF MISSION VIEJO	JAN-MAR'23 ANIMAL CARE SERVICES	110,669.00
	ANIMAL CONTROL TOTAL:	**110,669.00**
EOC		
STAPLES ADVANTAGE	FEB'23 CRIME PREVENTION OFFICE SUPPLIES	59.43
US BANK PURCHASING CARD PROGRAM	SL 1-23 HAZARD MITIGATION RFP MEETING LUNCH	89.40
	EOC TOTAL:	**148.83**
	GENERAL FUND TOTAL:	**1,113,063.81**

102 - GEN. FD-CITY HALL

NON-DEPARTMENTAL		
PEAK LIGHTING & ELECTRIC INC	FEB'23 CH LIGHTING MAINTENANCE	124.27
HARBOR POINTE AIR CONDITIONING & CONTROL SYSTEMS, INC	FEB'23 CH HVAC PREVENTATIVE MAINTENANCE	1,786.65
NIEVES LANDSCAPE INC	FEB'23 CITY HALL LANDSCAPE MAINTENANCE	678.00
THURSTON ELEVATOR CONCEPTS INC	MAR'23 CH ELEVATOR MAINTENANCE SERVICES	131.00

Vendor Name	Description (Item)	Amount
SO CAL EDISON	FEB'23 ACCT#7189 CITY HALL	5,048.14
THE GAS COMPANY	FEB'23 MTR#6544 CITY HALL	1,249.36
PACIFIC PARK II ASSOCIATION	MAR'23 CITY HALL HOA FEES	347.27
MOULTON NIGUEL WATER DIST	OCT'22 MTR#7181 38 COLONIAL	32.89
	NON-DEPARTMENTAL TOTAL:	**9,397.58**
	GEN. FD-CITY HALL TOTAL:	**9,397.58**

103 - GF-AV RECREATION SERVICES

WALT DISNEY TRAVEL CO, INC	CALIFORNIA ADVENTURE EXCURSION TICKETS 7.27.23	6,440.00
WALT DISNEY TRAVEL CO, INC	DISNEYLAND EXCURSION CAMP TICKETS 8.10.23	6,440.00
LOREE BERNARD	REFUND FOR ADMIN FEE FOR CONTRACT CLASS PROGRAM	5.00
LOREE BERNARD	REFUND FOR CONTRACT CLASS PROGRAM	50.00
		12,935.00

RECREATION SERVICES

JULES S. MOSS	WINTER 2023-AWS010-7 PARTICIPANTS	546.00
RUIHONG LI	WINTER 2023-AWS204-2 PARTICIPANTS	102.00
ROUND STAR WEST, LLC	WINTER 2023-AWS051-AWS052-AWS053-7 PARTICIPANTS	493.80
ROXANNE BELL	WINTER 2023-AWS129-AWS119-AWS121-AWS123-4 PART.	224.00
PRESS-TIGE ENTERPRISES INC	FEB'23 RANCH LINEN DRY CLEANING	258.55
BREAKTHROUGH SPORTS LLC	WINTER 2023-AWS087-AWS047-20 PARTICIPANTS	686.40
TUMBLE-N-KIDS, INC	WINTER 2023-AWS037-AWS029-10 PARTICIPANTS	600.00
GARDAWORLD	MAR'23 CASH COURIER SERVICE RANCH	416.02
SUNBELT RENTALS, IN	2-15-23 AV RANCH 19' ELECTRIC SCISSORLIFT RENTAL	603.82
AT&T	FEB'23 AVR-ALARM/POTS LINE	1,012.38
RACHEL M WESTFALL	WINTER 2023-AWS186-10 PARTICIPANTS	330.00
DS SERVICES OF AMERICA, INC	02/15/23 AVR BOTTLED WATER SERVICES	40.56
TEAM ONE MANAGEMENT SERVICES	FEB'23 RANCH+FARM JANITORIAL SERVICES	5,300.00
AT&T	JAN'23 REC PHONES	178.32
AT&T	JAN'23 REC IPAD	40.24
LYONS SECURITY SERVICE IN	FEB'23 AVR EVENT SECURITY SERVICES	2,730.00
CAPISTRANO UNIFIED SCHOOL DISTRICT	9/25/22-12/4/222 AVMS FACILITY PERMIT 15211	46.50
CAPISTRANO UNIFIED SCHOOL DISTRICT	8/21/22-12/4/2022 AVMS FACILITY PERMIT 15212	49.50
CAPISTRANO UNIFIED SCHOOL DISTRICT	9/24/22-11/19/2022 AVMS FACILITY PERMIT15209	526.58
CAPISTRANO UNIFIED SCHOOL DISTRICT	9/11/2022-12/4/2022 AVMS FACILITY PERMIT 15208	615.12
CAPISTRANO UNIFIED SCHOOL DISTRICT	9/11/22-11/20/22 ANHS FACILITY PERMIT 15214	134.82
PEAK LIGHTING & ELECTRIC INC	FEB'23 RANCH LIGHTING MAINTENANCE	239.92
NIEVES LANDSCAPE INC	FEB'23 AV RANCH LANDSCAPE MAINTENANCE	2,262.67
STAPLES ADVANTAGE	FEB'23 RANCH OFFICE SUPPLIES	85.10
MANHATTAN STITCHING COMPANY INC	REC STAFF EVENT JACKETS AND HATS	1,867.31
SO CAL EDISON	FEB'23 ACCT#4551 FARM	603.54
GOTO COMMUNICATIONS	MAR'23 AVR GOTO VOIP SERVICE & SUPPORT	669.68
TANGENT COMPUTERS INC	FEB'23 AVR MICROSOFT 365 E3 LICENSES & SUP	529.39
US BANK PURCHASING CARD PROGRAM	JB CITY DAY CAMP SUPPLIES	102.52
US BANK PURCHASING CARD PROGRAM	JB CITY DAY CAMP SUPPLIES	218.75
US BANK PURCHASING CARD PROGRAM	JB CITY DAY CAMP SUPPLIES	47.89
US BANK PURCHASING CARD PROGRAM	JB COUNCIL CHAMBERS ART SUPPORT	11.12
	RECREATION SERVICES TOTAL:	**21,572.50**
	GF-AV RECREATION SERVICES TOTAL:	**34,507.50**

203 - GAS TAX

TRAFFIC ENGINEERING

HARTZOG & CRABILL INC	FEB'23 TRAFFIC SIGNAL MONITORING	1,681.10
RK ENGINEERING GROUP INC	FEB'23 HUMMINGBIRD LANE TRAFFIC CALMING REVIEW	3,500.00
GMU GEOTECHNICAL INC	NOV'22-FEB'23 PAVEMENT EVALUATION PHASE II	11,315.45
	TRAFFIC ENGINEERING TOTAL:	**16,496.55**

STREET MAINTENANCE

PV MAINTENANCE INC	FEB'23 STREET MAINTENANCE (GAS - 55%)	21,391.38
BEAR ELECTRICAL SOLUTIONS INC	JAN'23 TRAFFIC SIGNAL MAINTENACE ROUTINE	3,162.60
BEAR ELECTRICAL SOLUTIONS INC	JAN'23 TRAFFIC SIGNAL MAINTENANCE RESPONSE	6,087.30
UNDERGROUND SERVICE ALERT OF SOUTHERN CA	MAR'23 DATABASE MAINT. + 41 TICKETS	81.75
R F DICKSON CO INC	JAN'23 STREET SWEEPING SERVICES	8,668.66
NIEVES LANDSCAPE INC	FEB'23 MEDIANS LANDSCAPE MAINTENANCE	1,586.00
SO CAL EDISON	FEB'23 ACCT#6377 LS2 ST LGHTS	1,294.02

Vendor Name	Description (Item)	Amount
SO CAL EDISON	FEB'23 ACCT#7241 LS1 ST LGHTS	16,929.66
SO CAL EDISON	FEB'23 ACCT#8254 TC1 ST LGHTS	3,704.70
SAN DIEGO GAS & ELECTRIC	JAN'23 ACCT#6953 ST LGHTS & TRAFFIC CTRLRS	2,918.33
	STREET MAINTENANCE TOTAL:	**65,824.40**
	GAS TAX TOTAL:	**82,320.95**

204 - MEASURE M

GEN-MEASURE M

CABCO YELLOW INC	FEB'23 INVOICE- M2 FUND	1,918.00
	GEN-MEASURE M TOTAL:	**1,918.00**
	MEASURE M TOTAL:	**1,918.00**

215 - PUBLIC SAFETY GRANTS

LAW ENFORCEMENT-OTHER

COUNTY OF ORANGE	MAR'23 AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM	1,904.00
COUNTY OF ORANGE	MAR'23 MOTORCYCLE REPLACEMENT COSTS	65.92
COUNTY OF ORANGE	MAR'23 E CITATION REPLACEMENT COSTS	91.82
COUNTY OF ORANGE	MAR'23 E CITATION RECURRING COSTS	291.45
COUNTY OF ORANGE	MAR'23 MDC REPLACEMENT	1,550.49
COUNTY OF ORANGE	MAR'23 MDC RECURRING	4,043.58
	LAW ENFORCEMENT-OTHER TOTAL:	**7,947.26**
	PUBLIC SAFETY GRANTS TOTAL:	**7,947.26**

241 - TECHNOLOGY FUND

GEN-TECHNOLOGY GRANTS

ERIC WINTER	FEB'23-CC MTG2/1/23 SPRTSZONE17-20/SITEVST&ADMIN	848.72
	GEN-TECHNOLOGY GRANTS TOTAL:	**848.72**
	TECHNOLOGY FUND TOTAL:	**848.72**

251 - FEDERAL GRANTS

GEN-FEDERAL GRANT

YMCA OF ORANGE COUNTY	JULY-DEC'22 COVID RELIEF HUNGER & HOMELESS PREVENT	7,401.77
FAIR HOUSING FOUNDATION	JUL-DEC'22 CDBG PROFESSIONAL SERVICES	1,699.06
	GEN-FEDERAL GRANT TOTAL:	**9,100.83**
	FEDERAL GRANTS TOTAL:	**9,100.83**

261 - CITY FAC.-AQUATIC CENTER

PREMIER AQUATIC SERVICES	MAR'23- AQ CTR MANAGEMENT RETENTION	(1,208.30)
		-1,208.30

GEN-AQUATIC CENTER

PV MAINTENANCE INC	FEB'23 AQC MAINTENANCE - DECK SEALING	289.50
GARDAWORLD	MAR'23 CASH COURIER SERVICE AQUATIC CENTER	478.01
PREMIER AQUATIC SERVICES	MAR'23- AQ CTR MANAGEMENT FEES	12,083.00
PEAK LIGHTING & ELECTRIC INC	FEB'23 AQC LIGHTING MAINTENANCE	183.59
HARBOR POINTE AIR CONDITIONING & CONTROL SYSTEMS, INC	FEB'23 AQC HVAC PREVENTATIVE MAINTENANCE	248.89
NIEVES LANDSCAPE INC	FEB'23 AQUATIC CENTER LANDSCAPE MAINTENANCE	912.48
HASA INC	MAR'23 AQC POOL CHEMICALS - CHLORINE	571.64
COX COMMUNICATIONS, INC	FEB'23 ACCT#6701 AQC INTERNET	504.69
THE GAS COMPANY	FEB'23 MTR#2349 AQC	6,377.14
	GEN-AQUATIC CENTER TOTAL:	**21,648.94**
	CITY FAC.-AQUATIC CENTER TOTAL:	**20,440.64**

311 - STREET IMPROVEMENTS

CROSSTOWN ELECTRICAL & DATA, INC	#057 CH FURNISH INSTALL PULLBOX AND CAT6 CABLING	(315.51)
		-315.51

TRAFFICE SAFETY

HARTZOG & CRABILL INC	FEB'23 #130 ALISO CREEK TRAFFIC SIGNAL SYNC	510.28
	TRAFFICE SAFETY TOTAL:	**510.28**

STREETS & HIGHWAYS

LOCAL AGENCY ENGINEERING, INC	FEB'23 #134 ALISO CREEK RD REHAB-ENT/SR73 FED SUP.	1,570.00

Vendor Name	Description (Item)	Amount
CIVIL SOURCE, AN NV5 COMPANY	JAN'23 #136 ALISO CREEK REHAB INSPECTIONS	7,960.00
GMU GEOTECHNICAL INC	NOV'22-FEB'23 #128 ENTERPRISE REHAB PAVEMENT EVAL	4,727.55
	STREETS & HIGHWAYS TOTAL:	**14,257.55**
	STREET IMPROVEMENTS TOTAL:	**14,452.32**

331 - CAPITAL IMPROVEMENTS

CAPITAL IMPROVEMENTS

UNITED BUILDING AND DEVELOPMENT SERVICES LLC	FY22-23 AV RANCH WOOD SEAL PROJECT	66,746.00
CROSSTOWN ELECTRICAL & DATA, INC	#057 CH FURNISH INSTALL PULLBOX AND CAT6 CABLING	6,310.19
	CAPITAL IMPROVEMENTS TOTAL:	**73,056.19**
	CAPITAL IMPROVEMENTS TOTAL:	**73,056.19**

741 - RENEWABLE FARMS

AARON FLORA	FEB'23 RENEWABLE FARMS RETENTION	(2,150.75)
		-2,150.75

RECREATION SERVICES

AARON FLORA	FEB'23 RENEWABLE FARMS PAYMENT	21,507.50
	RECREATION SERVICES TOTAL:	**21,507.50**
	RENEWABLE FARMS TOTAL:	**19,356.75**

GRAND TOTAL: 1,386,410.55

Fund Summary

Fund	Expense Amount	Payment Amount
101 - GENERAL FUND	1,113,063.81	1,113,063.81
102 - GEN. FD-CITY HALL	9,397.58	9,397.58
103 - GF-AV RECREATION SERVICES	34,507.50	34,507.50
203 - GAS TAX	82,320.95	82,320.95
204 - MEASURE M	1,918.00	1,918.00
215 - PUBLIC SAFETY GRANTS	7,947.26	7,947.26
241 - TECHNOLOGY FUND	848.72	848.72
251 - FEDERAL GRANTS	9,100.83	9,100.83
261 - CITY FAC.-AQUATIC CENTER	20,440.64	20,440.64
311 - STREET IMPROVEMENTS	14,452.32	14,452.32
331 - CAPITAL IMPROVEMENTS	73,056.19	73,056.19
741 - RENEWABLE FARMS	19,356.75	19,356.75
Grand Total:	**1,386,410.55**	**1,386,410.55**

Report Summary

Fund Summary

Fund	Payment Amount
101 - GENERAL FUND	1,113,063.81
102 - GEN. FD-CITY HALL	9,397.58
103 - GF-AV RECREATION SERVICES	34,507.50
203 - GAS TAX	82,320.95
204 - MEASURE M	1,918.00
215 - PUBLIC SAFETY GRANTS	7,947.26
241 - TECHNOLOGY FUND	848.72
251 - FEDERAL GRANTS	9,100.83
261 - CITY FAC.-AQUATIC CENTER	20,440.64
311 - STREET IMPROVEMENTS	14,452.32
331 - CAPITAL IMPROVEMENTS	73,056.19
741 - RENEWABLE FARMS	19,356.75
Grand Total:	**1,386,410.55**

Account Summary

Account Number	Account Name	Payment Amount
101-1203-000	ACCOUNTS RECEIVABLE	10,338.75
101-2505-000	DENTAL INSURANCE PAY…	2,570.46
101-2508-000	VISION INSURANCE PAYA…	406.79
101-2602-000	PLANNING DEPOSIT	712.40
101-2606-000	C & D DEPOSIT	1,750.00
101-4-1101-4511-000	COMMUNICATION	233.14
101-4-1101-4520-000	MTGS/CONF./TRNG & DE…	1,046.98
101-4-1501-4225-000	VEHICLE/CELL	335.00
101-4-1501-4511-000	COMMUNICATION	242.89
101-4-1501-4520-000	MTGS/CONF./TRNG & DE…	1,166.93
101-4-1502-4302-000	ECONOMIC DEVELOPME…	735.42
101-4-1601-4303-000	LEGAL NOTICES	510.88
101-4-2501-4301-000	PROFESSIONAL SERVICES	1,300.00
101-4-2501-4309-000	OTHER CONTRACTUAL SE…	513.02
101-4-2501-4520-000	MTGS/CONF./TRNG & DE…	102.56
101-4-2501-4601-000	SUPPLIES	73.33
101-4-3101-4301-000	PROFESSIONAL SERVICES	2,616.67
101-4-3101-4305-000	TECHNOLOGY SERVICES	7,694.42
101-4-3101-4481-000	COMPUTER EXPENSE	12,904.53
101-4-3101-4521-000	MEMBERSHIP AND DUES	780.00
101-4-3501-4301-000	PROFESSIONAL SERVICES	1,650.60
101-4-3501-4421-000	EQUIPMENT RENTAL	724.63
101-4-3501-4431-000	BUILDING & GROUND MA…	1,224.56
101-4-3501-4471-000	RENT	548.45
101-4-3501-4512-000	POSTAGE	500.00
101-4-3501-4513-000	PRINTING	483.72
101-4-3501-4521-000	MEMBERSHIP & DUES	19,990.58
101-4-3501-4542-000	INTEREST EXPENSE - LEASE	5.29
101-4-3501-4553-000	COMMUNITY BRANDING	1,400.00
101-4-3501-4601-000	SUPPLIES	155.74
101-4-4101-4501-000	ADVERTISING & PROMOT…	30,517.47
101-4-4101-4520-000	MTGS/CONF./TRNG & DE…	15.75
101-4-4101-4524-000	RECREATION-SENIOR TRA…	479.50
101-4-4101-4527-000	REC-CITY SPECIAL EVENTS	2,544.00
101-4-4101-4601-000	SUPPLIES	86.47
101-4-4102-4431-000	BUILDING & GROUND MA…	7,959.92
101-4-4103-4431-000	BUILDING & GROUND MA…	764.61
101-4-4104-4529-000	REC-YOUTH PROGRAMS	12,336.26
101-4-4401-4309-000	OTHER CONTRACTUAL SE…	8,090.00
101-4-4401-4520-000	MTGS/CONF./TRNG & DE…	63.71
101-4-4401-4532-000	SPECIAL PROJECTS	1,890.00

Account Summary

Account Number	Account Name	Payment Amount
101-4-4501-4471-000	RENT	1,035.00
101-4-4501-4612-000	OPERATING SUPPLIES	137.21
101-4-4501-4741-000	C.S-CITY ENGINEERING	2,796.66
101-4-4503-4771-000	C.S-STREET MAINTENANCE	33,109.03
101-4-5101-4308-000	LAW ENFORCEMENT	815,606.53
101-4-5102-4511-000	COMMUNICATION	44.58
101-4-5102-4721-000	C.S-CROSSING GUARDS	12,051.54
101-4-5301-4722-000	C.S-ANIMAL CARE SERVIC…	110,669.00
101-4-5401-4520-000	MTGS/CONF/TRNG & DEV	89.40
101-4-5401-4612-000	OPERATING SUPPLIES	59.43
102-4-3501-4411-000	UTILITIES	6,330.39
102-4-3501-4431-000	BUILDING & GROUND MA…	3,067.19
103-1301-000	PREPAID EXPENSES	12,880.00
103-34150	OTHER INCOME	5.00
103-34161	CONTRACT CLASSES	50.00
103-4-4105-4305-000	TECHNOLOGY SERVICES	2,211.45
103-4-4105-4309-000	OTHER CONTRACTUAL SE…	4,354.72
103-4-4105-4431-000	BUILDING & GROUND MA…	11,136.41
103-4-4105-4451-000	FARM OPERATING EXPEN…	603.54
103-4-4105-4511-000	COMMUNICATION	218.56
103-4-4105-4561-000	TAXES/FEES/PERMITS	416.02
103-4-4105-4570-000	CITY CAMP EXPENSE	369.16
103-4-4105-4601-000	SUPPLIES	136.78
103-4-4105-4612-000	OPERATING SUPPLIES	2,125.86
203-4-4502-4301-000	PROFESSIONAL SERVICES	16,496.55
203-4-4503-4411-000	UTILITIES	24,846.71
203-4-4503-4771-000	C.S-STREET MAINTENANCE	32,309.03
203-4-4503-4772-000	C.S-STREET SWEEPING	8,668.66
204-4-6104-4309-000	OTHER CONTRACTUAL SE…	1,918.00
215-4-5102-4803-000	PUBLIC SAFETY EQUIPME…	7,947.26
241-4-6141-4309-000	OTHER CONTRACTUAL SE…	848.72
251-4-6151-4309-000	OTHER CONTRACTUAL SE…	9,100.83
261-2103-000	RETENTIONS PAYABLE	-1,208.30
261-4-6161-7411-000	UTILITIES	6,881.83
261-4-6161-7421-000	BUILDING & GROUND MA…	1,634.46
261-4-6161-7425-000	POOL MAINTENANCE	571.64
261-4-6161-7445-000	FEES & PERMITS	478.01
261-4-6161-7451-000	MANAGEMENT FEES	12,083.00
311-2103-000	RETENTIONS PAYABLE	-315.51
311-4-8201-5701-000	CONSTRUCTION	510.28
311-4-8301-5501-000	DESIGN	6,297.55
311-4-8301-5601-000	CONSTRUCTION MANAG…	7,960.00
331-4-8701-5910-000	IMPROVEMENTS	73,056.19
741-2103-000	RETENTIONS PAYABLE	-2,150.75
741-4-4105-4451-000	AV FARM OPERATING EXP…	21,507.50
	Grand Total:	**1,386,410.55**

Project Account Summary

Project Account Key	Payment Amount
None	1,287,166.22
0495910	66,746.00
0575910	6,310.19
1285501	4,727.55
1305701	510.28
1345501	1,570.00
1365601	7,960.00
8014532	1,890.00
9244520	25.00

Project Account Summary

Project Account Key		Payment Amount
9264520		1,021.98
9974570		369.16
CDBGCV4309		7,401.77
PA 21-025		632.40
SDP-2022-0001		80.00
	Grand Total:	**1,386,410.55**

City of Aliso Viejo
AGENDA ITEM

DATE: April 5, 2023

TO: Mayor and City Council

FROM: Ann Eifert, Director of Financial Services/City Treasurer

SUBJECT: TREASURER'S STATEMENT – FEBRUARY 2023

Recommended Action:

Receive and file the February 2023 Treasurer's Statement.

Fiscal Impact:

No Fiscal Impact.

Background:

Per City policy, the Finance Department presents the monthly Treasurer's Statement for the City Council's review. This statement shows the cash balances for the various funds, with a breakdown of bank account balances, investment account balances and the effective yield earned from investments.

Discussion:

The City's portfolio consists of investments in Certificates of Deposits, US Treasuries, US Federal Agencies, Corporate Bonds, and Local Agency Investment Fund (LAIF). All funds invested with LAIF are available for withdrawal within 24 hours.

The Treasurer's Statement provides information regarding the City's investment portfolio and activity during the reporting month. The City's investment portfolio is in compliance with all government codes as well as the City's investment policy. Interest is credited to the City's bank account monthly and allocated among the City's funds. The current portfolio provides sufficient cash flow liquidity to meet the upcoming operating expenses and spending requirements for the next 6 months.

Attachment:

1. February 2023 Treasurer's Statement

CITY OF ALISO VIEJO
TREASURER'S MONTHLY CASH STATEMENT

February 28, 2023

	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	TRANSFERS IN (OUT)	ENDING BALANCE	
GENERAL FUND	$ 3,307,274.99	$ 6,290,779.46	$ 6,655,888.06		$ 2,942,166.39	
TCRF	$ 68,617.48				68,617.48	
GAS TAX FUND	$ 870,823.57		101,520.70		769,302.87	
MEASURE M	$ 805,341.74		1,820.00		803,521.74	
SB1-RMRA	$ 14,868.80	94,942.55			109,811.35	
PUBLIC SAFETY GRANTS	$ 215,640.99	4,890.01	14,649.26		205,881.74	(1)
AIR QUALITY IMPRVMNT FD	$ 1,133,158.03				1,133,158.03	
INTEGRATED WASTE MGMT FD	$ 80,327.22				80,327.22	
OTHER GRANTS	$ (154,028.55)				(154,028.55)	
TECHNOLOGY GRANT	$ 250,595.16	22,227.29	848.72		271,973.73	
DEVELOPMENT IMPACT	$ 1,346,043.07		401.32		1,345,641.75	
FEDERAL GRANTS	$ (4,305.28)				(4,305.28)	
CITY FACILITY - AV CTR	$ 179,758.92				179,758.92	
CITY FACILITY - AQUATIC CTR	$ (77,183.48)	48,725.37	114,187.43		(142,645.54)	
STREET IMPROVEMENTS	$ (57,317.82)		10,404.81		(67,722.63)	(2)
CAPITAL IMPROVEMENTS	$ (8,726.38)		98,904.44		(107,630.82)	(2)
STORM WATER	$ 505.34				505.34	(2)
COP CAPITAL	$ -				-	(2)
COP	$ (4,819.40)		1,445.54		(6,264.94)	
AV RANCH FOUNDATION	$ 100.00				100.00	
CFD 2005-01	$ (9,745.55)	11,380.01	2,941.55		(1,307.09)	
RENEWABLE FARMS	$ 43,173.17	23,689.10	25,066.00		41,796.27	
COMMUNITY TRUST	$ 7,540.68				7,540.68	
TOTALS	**$ 8,007,642.70**	**$ 6,496,633.79**	**$ 7,028,077.83**	**$ -**	**$ 7,476,198.66**	

SUMMARY OF CASH:

DEMAND DEPOSITS:	GENERAL ACCOUNT	$ 2,063,842.44	
SAVINGS ACCOUNT:	MONEY MARKET	$ 25,816.05	
INVESTMENTS:	LOCAL AGENCY INVESTMENT FD	$ 5,386,540.17	
	TOTAL CASH		**$ 7,476,198.66**

Years to Maturity for February 2023	1.54
Weighted Average Yield for February 2023	3.100%

All investments are placed in accordance with the City of Aliso Viejo's Investment Policy.

The above summary provides sufficient cash flow liquidity to meet the next six month's estimated expenditures.

Other monies held include Cash with Fiscal Agent, Investments, Payroll and AV Center.			**$ 35,796,280.02**
Cash With Fiscal Agent	COPS/CFD 2005-01	4,460,067.08	
Cash With Investment Advisor	City Investments	28,828,198.96	
AV Center		2,173,729.75	
PR Account		331,500.85	
Petty Cash		2,783.38	
	GRAND TOTAL OF CITY FUNDS		**$ 43,272,478.68**

(1) Public Safety Grant includes the MDC and PVS Program Costs budgeted with SLESF funds.

(2) Transfers in and out are done on a quarterly basis.
Street Improvements include the Slurry Seal, Traffic Management and Street Improvement Projects.
Capital Improvements include park and AV Ranch improvement projects.
Storm Water includes the Dairy Fork and Wood Canyon Emergent Wetland Project.

Investments	Par Value	Market Value	Book Value	% of Portfolio	Days to Maturity	Book YTM
Certificates of Deposit	5,145,000.00	4,820,430.86	5,139,029.35	15.02	854	1.75
Corporate Bonds	2,000,000.00	1,918,168.00	2,000,620.00	5.85	487	1.93
LAIF	5,386,540.17	5,386,540.17	5,386,540.17	15.74	1	2.62
U.S. Agencies	11,235,000.00	10,855,417.23	11,028,336.05	32.23	537	3.55
U.S. Treasuries	11,150,000.00	10,541,990.75	10,660,213.56	31.16	742	3.75
	34,916,540.17	**33,522,547.01**	**34,214,739.13**	**100.00**	**561**	**3.10**

Investments

Total Earnings	February 28 Month Ending	Fiscal Year To Date
Current Year	76,946.68	362,381.02
Average Daily Balance	33,256,096.25	32,594,949.14
Book Rate of Return	3.02%	1.67%

CUSIP	Issuer Coupon Rate	Maturity Date Call Date	Remaining Par Value	Settle Date Book Yield	Original Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port Gain/Loss	Moody/S&P Fitch	WAM Eff. Dur.
Certificates of Deposit										
27002YEX0	EagleBank	03/20/2024	245,000.00	03/20/2020	244,510.00	96.35	236,066.57	0.71%	NR/NR	1.06
	1.550%			1.60%	244,510.00	4.76%	93.64	-8,443.44	NR	1.04
05465DAK4	Axos Bank	03/26/2024	245,000.00	03/26/2020	245,000.00	96.40	236,187.84	0.72%	NR/NR	1.07
	1.650%			1.65%	245,000.00	4.76%	33.23	-8,812.16	NR	1.06
15118RUV7	Celtic Bank	04/17/2024	245,000.00	04/17/2020	245,000.00	95.94	235,059.62	0.72%	NR/NR	1.13
	1.400%			1.40%	245,000.00	4.74%	112.77	-9,940.39	NR	1.12
32110YPS8	First National Bank of America	04/22/2024	245,000.00	04/23/2020	244,522.25	95.73	234,534.83	0.71%	NR/NR	1.15
	1.250%			1.30%	244,522.25	4.74%	58.73	-9,987.43	NR	1.13
15201QDF1	CenterState Bank	04/30/2024	245,000.00	04/30/2020	244,522.25	95.63	234,283.21	0.71%	NR/NR	1.17
	1.200%			1.25%	244,522.25	4.72%	982.68	-10,239.04	NR	1.16
58404DGU9	Medallion Bank	04/30/2024	245,000.00	04/30/2020	244,522.25	95.63	234,283.21	0.71%	NR/NR	1.17
	1.200%			1.25%	244,522.25	4.72%	982.68	-10,239.04	NR	1.16
538036JN5	Live Oak Banking	08/28/2024	245,000.00	02/28/2020	244,529.60	95.08	232,943.55	0.71%	NR/NR	1.50
	1.650%			1.69%	244,529.60	4.69%	310.11	-11,586.05	NR	1.48
856285RU7	State Bank of India	11/27/2024	245,000.00	12/06/2019	245,000.00	94.95	232,624.07	0.72%	NR/NR	1.75
	2.000%			2.00%	245,000.00	4.63%	1,261.92	-12,375.93	NR	1.70
61760A4F3	Morgan Stanley Private Bank	12/12/2024	245,000.00	12/13/2019	244,416.90	94.75	232,125.99	0.71%	NR/NR	1.79
	1.950%			2.00%	244,416.90	4.63%	1,034.03	-12,290.92	NR	1.74
61690UUJ7	Morgan Stanley Bank	02/27/2025	245,000.00	02/28/2020	244,416.90	93.90	230,055.98	0.71%	NR/NR	2.00
	1.800%			1.85%	244,416.90	4.61%	24.16	-14,360.92	NR	1.95
14042RPG0	Capital One Bank NA	04/08/2025	245,000.00	04/09/2020	244,412.00	93.24	228,433.35	0.71%	NR/NR	2.11
	1.600%			1.65%	244,412.00	4.60%	1,514.30	-15,978.66	NR	2.06
33847E3J4	Flagstar Bank	05/15/2025	245,000.00	05/15/2020	245,000.00	91.52	224,232.58	0.72%	NR/NR	2.21
	0.900%			0.90%	245,000.00	4.60%	640.36	-20,767.43	NR	2.18
866264DP6	Summit State Bank	05/15/2025	245,000.00	05/18/2020	244,402.20	91.42	223,979.00	0.71%	NR/NR	2.21
	0.850%			0.90%	244,402.20	4.60%	604.78	-20,423.20	NR	2.18
89235MJS1	Toyota Financial Savings Bank	06/30/2025	245,000.00	06/30/2020	245,000.00	90.90	222,715.05	0.72%	NR/NR	2.34
	0.800%			0.73%	245,000.00	4.60%	332.93	-22,284.96	NR	2.31
59013KLQ7	Merrick Bank	12/30/2025	245,000.00	12/30/2020	245,000.00	88.64	217,163.35	0.72%	NR/NR	2.84
	0.550%			0.55%	245,000.00	4.62%	3.69	-27,836.66	NR	2.81
02007GXG3	Ally Bank	08/04/2026	245,000.00	08/04/2022	245,000.00	95.88	234,913.60	0.72%	NR/NR	3.43
	3.450%			3.45%	245,000.00	4.60%	578.94	-10,086.41	NR	3.20
90348JR93	UBS Bank USA	08/11/2026	245,000.00	08/11/2021	245,000.00	87.90	215,361.13	0.72%	NR/NR	3.45
	0.950%			0.95%	245,000.00	4.62%	114.78	-29,638.88	NR	3.39
38149MYB3	Goldman Sachs Bank	08/11/2026	245,000.00	08/11/2021	245,000.00	88.14	215,947.41	0.72%	NR/NR	3.45
	1.000%			1.00%	245,000.00	4.60%	120.82	-29,052.59	NR	3.38
254673N44	Discover Bank	07/29/2027	245,000.00	08/03/2022	245,000.00	95.26	233,376.22	0.72%	NR/NR	4.42
	3.500%			3.50%	245,000.00	4.58%	728.29	-11,623.78	NR	4.05

CUSIP	Issuer Coupon Rate	Maturity Date Call Date	Remaining Par Value	Settle Date Book Yield	Original Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port Gain/Loss	Moody/S&P Fitch	WAM Eff. Dur.
Certificates of Deposit										
87164XN93	Synchrony Bank	08/05/2027	245,000.00	08/05/2022	245,000.00	95.24	233,331.63	0.72%	NR/NR	4.44
	3.500%			3.50%	245,000.00	4.58%	563.84	-11,668.37	NR	4.07
02589ADQ2	American Express National Bank	08/10/2027	245,000.00	08/12/2022	243,775.00	95.03	232,812.72	0.71%	NR/NR	4.45
	3.450%			3.56%	243,775.00	4.58%	439.99	-10,962.28	NR	4.09
					5,139,029.35		**4,820,430.86**	**15.02%**		**2.34**
Total Certificates of Deposit			**5,145,000.00**	**1.75%**	**5,139,029.35**	**4.65%**	**10,536.67**	**-318,598.54**		**2.25**
Corporate Bonds										
594918BQ6	Microsoft	08/08/2023	500,000.00	12/06/2019	503,635.00	98.72	493,608.00	1.47%	Aaa/AAA	0.44
	2.000%	06/08/2023		1.79%	503,635.00	4.81%	638.89	-10,027.00	NR	0.42
30231GBC5	Exxon Mobil	08/16/2024	500,000.00	12/12/2019	501,615.00	95.63	478,147.50	1.47%	Aa2/AA-	1.47
	2.019%	07/16/2024		1.95%	501,615.00	4.59%	420.62	-23,467.50	NR	1.41
037833DM9	Apple	09/11/2024	500,000.00	12/06/2019	497,165.00	95.28	476,417.00	1.45%	Aaa/AA+	1.54
	1.800%	08/11/2024		1.92%	497,165.00	4.59%	4,250.00	-20,748.00	NR	1.47
64952WDL4	New York Life	01/22/2025	500,000.00	01/22/2020	498,205.00	94.00	469,995.50	1.46%	Aaa/AA+	1.90
	2.000%			2.08%	498,205.00	4.86%	1,083.33	-28,209.50	AAA	1.81
					2,000,620.00		**1,918,168.00**	**5.85%**		**1.33**
Total Corporate Bonds			**2,000,000.00**	**1.93%**	**2,000,620.00**	**4.71%**	**6,392.84**	**-82,452.00**		**1.28**
LAIF										
9830007	LAIF	03/01/2023	5,386,540.17	02/21/2023	5,386,540.17	1.00	5,386,540.17	15.74%	NR/NR	0.00
	2.624%			2.62%	5,386,540.17	2.62%	0.00	0.00	NR	0.00
					5,386,540.17		**5,386,540.17**	**15.74%**		**0.00**
Total LAIF			**5,386,540.17**	**2.62%**	**5,386,540.17**	**2.62%**	**0.00**	**0.00**		**0.00**
U.S. Agencies										
313384DW6	FHLB	04/03/2023	1,000,000.00	10/11/2022	980,860.00	99.56	995,596.00	2.87%	P-1/A-1+	0.09
	0.000%			4.04%	980,860.00	4.74%	0.00	14,736.00	F1+	0.09
313384FS3	FHLB	05/17/2023	2,000,000.00	02/23/2023	1,978,143.34	98.97	1,979,332.00	5.78%	P-1/A-1+	0.21
	0.000%			4.79%	1,978,143.34	0.00%	0.00	1,188.66	F1+	0.21
313384FT1	FHLB	05/18/2023	2,000,000.00	12/22/2022	1,963,086.66	98.95	1,979,070.00	5.74%	P-1/A-1+	0.22
	0.000%			4.61%	1,963,086.66	4.78%	0.00	15,983.34	F1+	0.22

CUSIP	Issuer Coupon Rate	Maturity Date Call Date	Remaining Par Value	Settle Date Book Yield	Original Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port Gain/Loss	Moody/S&P Fitch	WAM Eff. Dur.
U.S. Agencies										
3130ASCC1	FHLB	06/23/2023	1,000,000.00	06/23/2022	1,000,000.00	99.38	993,759.00	2.92%	Aaa/AA+	0.32
	3.000%	12/23/2022		3.00%	1,000,000.00	5.12%	5,666.67	-6,241.00	AAA	0.30
3130A3VC5	FHLB	12/08/2023	500,000.00	02/20/2020	514,900.00	97.76	488,805.50	1.50%	Aaa/AA+	0.78
	2.250%			1.44%	514,900.00	5.09%	2,593.75	-26,094.50	AAA	0.75
3133ELNE0	FFCB	02/14/2024	500,000.00	02/14/2020	499,245.00	96.47	482,358.50	1.46%	Aaa/AA+	0.96
	1.430%			1.47%	499,245.00	4.80%	337.64	-16,886.50	AAA	0.93
3133ELG99	FFCB	06/10/2024	500,000.00	06/10/2020	498,220.00	94.32	471,614.00	1.46%	Aaa/AA+	1.28
	0.375%			0.46%	498,220.00	4.50%	421.88	-26,606.00	AAA	1.24
3133ELCP7	FFCB	12/03/2024	235,000.00	12/09/2019	233,926.05	94.51	222,102.73	0.68%	Aaa/AA+	1.76
	1.625%			1.72%	233,926.05	4.36%	933.47	-11,823.32	AAA	1.69
3137EAEX3	FHLMC	09/23/2025	500,000.00	10/20/2020	497,505.00	89.76	448,805.50	1.45%	Aaa/AA+	2.57
	0.375%			0.48%	497,505.00	4.07%	822.92	-48,699.50	AAA	2.49
3130AK5J1	FHLB	09/18/2026	1,000,000.00	02/16/2023	872,060.00	86.67	866,746.00	2.55%	Aaa/AA+	3.56
	0.700%	03/07/2023		4.61%	872,060.00	0.00%	3,169.44	-5,314.00	AAA	3.40
3130ASD63	FHLB	06/28/2027	1,000,000.00	06/28/2022	1,000,000.00	94.43	944,251.00	2.92%	Aaa/AA+	4.33
	3.250%	06/28/2024		3.25%	1,000,000.00	4.33%	5,687.50	-55,749.00	AAA	3.49
3133EPAU9	FFCB	07/14/2027	1,000,000.00	02/16/2023	990,390.00	98.30	982,977.00	2.89%	Aaa/AA+	4.38
	3.875%			4.12%	990,390.00	0.00%	1,829.86	-7,413.00	AAA	3.94
					11,028,336.05		**10,855,417.23**	**32.23%**		**1.47**
Total U.S. Agencies			**11,235,000.00**	**3.55%**	**11,028,336.05**	**3.06%**	**21,463.13**	**-172,918.82**		**1.33**
U.S. Treasuries										
912796YK9	U.S. Treasury	03/09/2023	2,000,000.00	09/30/2022	1,967,467.56	99.89	1,997,772.00	5.75%	P-1/A-1+	0.02
	0.000%			3.77%	1,967,467.56	4.54%	0.00	30,304.44	F1+	0.02
912796ZZ5	U.S. Treasury	07/20/2023	1,500,000.00	01/20/2023	1,464,950.87	98.13	1,471,974.00	4.28%	P-1/A-1+	0.39
	0.000%			4.82%	1,464,950.87	4.78%	0.00	7,023.14	F1+	0.39
912796Y37	U.S. Treasury	08/03/2023	1,000,000.00	02/16/2023	977,972.87	97.93	979,270.00	2.86%	P-1/A-1+	0.43
	0.000%			4.89%	977,972.87	0.00%	0.00	1,297.13	F1+	0.43
912828T91	U.S. Treasury	10/31/2023	500,000.00	12/09/2019	500,175.78	97.70	488,515.50	1.46%	Aaa/AA+	0.67
	1.625%			1.62%	500,175.78	4.83%	2,715.81	-11,660.28	AAA	0.65
91282CFE6	U.S. Treasury	08/15/2025	1,000,000.00	01/13/2023	980,078.13	96.54	965,352.00	2.86%	Aaa/AA+	2.46
	3.125%			3.94%	980,078.13	4.09%	1,208.56	-14,726.13	AAA	2.32
91282CCF6	U.S. Treasury	05/31/2026	1,000,000.00	06/13/2022	915,976.56	88.88	888,789.00	2.68%	Aaa/AA+	3.25
	0.750%			3.01%	915,976.56	3.91%	1,875.00	-27,187.56	AAA	3.13
91282CCJ8	U.S. Treasury	06/30/2026	1,000,000.00	06/29/2022	913,125.00	89.09	890,859.00	2.67%	Aaa/AA+	3.34
	0.875%			3.20%	913,125.00	3.88%	1,450.28	-22,266.00	AAA	3.20

CUSIP	Issuer Coupon Rate	Maturity Date Call Date	Remaining Par Value	Settle Date Book Yield	Original Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port Gain/Loss	Moody/S&P Fitch	WAM Eff. Dur.
U.S. Treasuries										
91282CCP4	U.S. Treasury	07/31/2026	1,100,000.00	01/13/2023	987,292.97	88.05	968,558.80	2.89%	Aaa/AA+	3.42
	0.625%			3.73%	987,292.97	3.87%	550.76	-18,734.17	AAA	3.29
912828X88	U.S. Treasury	05/15/2027	1,000,000.00	06/29/2022	962,851.56	92.62	926,172.00	2.81%	Aaa/AA+	4.21
	2.375%			3.20%	962,851.56	3.78%	6,954.42	-36,679.56	AAA	3.88
9128282R0	U.S. Treasury	08/15/2027	1,050,000.00	01/13/2023	990,322.27	91.88	964,728.45	2.89%	Aaa/AA+	4.46
	2.250%			3.60%	990,322.27	3.73%	913.67	-25,593.82	AAA	4.14
					10,660,213.56		**10,541,990.75**	**31.16%**		**2.03**
Total U.S. Treasuries			**11,150,000.00**	**3.75%**	**10,660,213.56**	**3.81%**	**15,668.50**	**-118,222.81**		**1.92**
					34,214,739.13		**33,522,547.01**	**100.00%**		**1.54**
TOTAL PORTFOLIO			**34,916,540.17**	**3.10%**	**34,214,739.13**	**3.56%**	**54,061.14**	**-692,192.17**		**1.44**
TOTAL MARKET VALUE PLUS ACCRUED INTEREST							**33,576,608.15**			

Transaction Report

City of Aliso Viejo **February 01, 2023 - February 28, 2023**

Transaction Date	Transaction Type	Security ID	Security Description	Maturity Date	Purchases	Redemptions	Interest	Deposits	Withdrawals
02/01/2023	Interest	538036JN5	LIVOAK 1.65 08/28/24	08/28/2024	-	-	343.34	-	-
02/02/2023	Maturity	912796XT1	TREASURY BILL	02/02/2023	-	2,000,000.00	-	-	-
02/06/2023	Interest	87164XN93	SYF 3 1/2 08/05/27	08/05/2027	-	-	4,322.74	-	-
02/06/2023	Interest	02007GXG3	GMATBK 3.45 08/04/26	08/04/2026	-	-	4,260.99	-	-
02/08/2023	Interest	594918BQ6	MSFT 2 08/08/23	08/08/2023	-	-	5,000.00	-	-
02/10/2023	Interest	02589ADQ2	AXP 3.45 08/10/27	08/10/2027	-	-	4,260.99	-	-
02/13/2023	Interest	90348JR93	UBS 0.95 08/11/26	08/11/2026	-	-	197.68	-	-
02/13/2023	Interest	38149MYB3	GS 1 08/11/26	08/11/2026	-	-	1,235.07	-	-
02/14/2023	Withdrawal		LAIF Withdrawal		-	-	-	-	-2,000,000.00
02/14/2023	Interest	3133ELNE0	FFCB 1.43 02/14/24	02/14/2024	-	-	3,575.00	-	-
02/15/2023	Interest	9128282R0	T 2 1/4 08/15/27	08/15/2027	-	-	11,812.50	-	-
02/15/2023	Interest	91282CFE6	T 3 1/8 08/15/25	08/15/2025	-	-	15,625.00	-	-
02/16/2023	Purchase	3133EPAU9	FFCB 3 7/8 07/14/27	07/14/2027	-990,390.00	-	-215.28	-	-
02/16/2023	Purchase	912796Y37	TREASURY BILL	08/03/2023	-977,972.87	-	-	-	-
02/16/2023	Purchase	3130AK5J1	FHLB 0.7 09/18/26	09/18/2026	-872,060.00	-	-2,877.78	-	-
02/16/2023	Interest	30231GBC5	XOM 2.019 08/16/24	08/16/2024	-	-	5,047.50	-	-
02/17/2023	Interest	15118RUV7	CELTIC 1.4 04/17/24	04/17/2024	-	-	291.32	-	-
02/17/2023	Interest	3130AJ7E3	FHLB 1 3/8 02/17/23	02/17/2023	-	-	3,437.50	-	-
02/17/2023	Maturity	3130AJ7E3	FHLB 1 3/8 02/17/23	02/17/2023	-	500,000.00	-	-	-
02/21/2023	Deposit		LAIF Deposit		-	-	-	1,000,000.00	-
02/21/2023	Interest	27002YEX0	EGBN 1.55 03/20/24	03/20/2024	-	-	322.53	-	-
02/22/2023	Interest	32110YPS8	FNAMER 1 1/4 04/22/24	04/22/2024	-	-	260.10	-	-
02/23/2023	Maturity	912796T33	TREASURY BILL	02/23/2023	-	2,000,000.00	-	-	-
02/23/2023	Purchase	313384FS3	FHLB DISCOUNT NT	05/17/2023	-1,978,143.33	-	-	-	-
02/27/2023	Interest	05465DAK4	BOFI 1.65 03/26/24	03/26/2024	-	-	343.34	-	-
02/27/2023	Interest	61690UUJ7	MS 1.8 02/27/25	02/27/2025	-	-	2,223.12	-	-
02/28/2023	Interest	59013KLQ7	MERICK 0.55 12/30/25	12/30/2025	-	-	107.06	-	-
Grand Total:					**-4,818,566.20**	**4,500,000.00**	**59,572.72**	**1,000,000.00**	**-2,000,000.00**

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

CITY OF ALISO VIEJO

DIRECTOR OF FINANCIAL SVCS/ CITY TREAS
12 JOURNEY, #100
ALISO VIEJO, CA 92656

Account Number: 98-30-007

February 2023 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
2/14/2023	2/14/2023	RW	1723883	1684234	ANN EIFERT	-2,000,000.00
2/21/2023	2/21/2023	RD	1724094	1684435	ANN EIFERT	1,000,000.00

Account Summary

Total Deposit:	1,000,000.00	Beginning Balance:	6,386,540.17
Total Withdrawal:	-2,000,000.00	Ending Balance:	5,386,540.17

PMIA/LAIF Performance Report as of 03/09/23

PMIA Average Monthly Effective Yields[1]

February	**2.624**
January	2.425
December	2.173

Quarterly Performance Quarter Ended 12/31/22

LAIF Apportionment Rate[2]:	2.07
LAIF Earnings Ratio[2]:	0.00005680946709337
LAIF Fair Value Factor[1]:	0.981389258
PMIA Daily[1]:	2.29
PMIA Quarter to Date[1]:	1.98
PMIA Average Life[1]:	287

Pooled Money Investment Account Monthly Portfolio Composition [1] 02/28/23 $200.5 billion

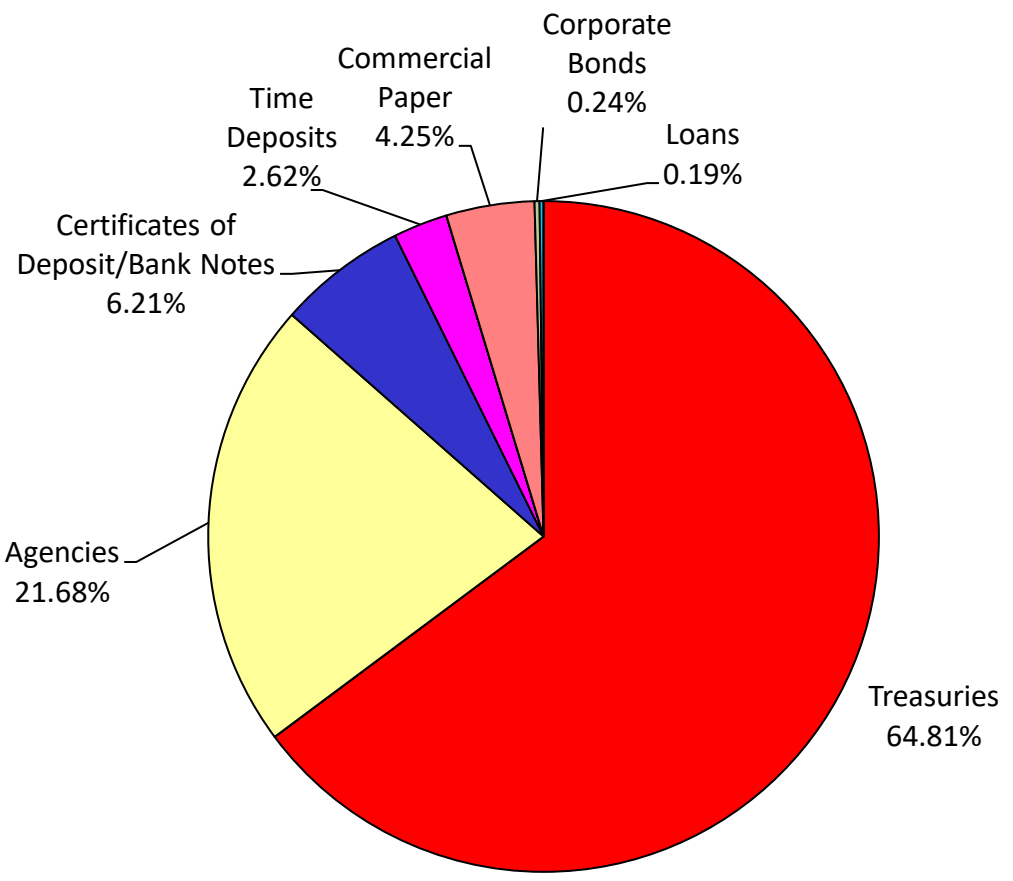


Chart does not include $3,158,000.00 in mortgages, which equates to 0.002%. Percentages may not total 100% due to rounding.

Daily rates are now available here. **View PMIA Daily Rates**

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

Source:
[1] State of California, Office of the Treasurer
[2] State of Calfiornia, Office of the Controller

City of Aliso Viejo
AGENDA ITEM

DATE: April 5, 2023

TO: Mayor and City Council

FROM: David Doyle, City Manager
Scott C. Smith, City Attorney

SUBJECT: NATIONAL OPIOID SETTLEMENT AGREEMENTS WITH DEFENDANTS TEVA; ALLERGAN; WALMART; WALGREENS; AND CVS

Recommended Actions:

1. Opt into settlement agreement with three pharmacy chains—CVS, Walgreens, and Walmart and direct the City Manager or his designee to execute any documents necessary to implement the action and, when possible, allocate the City's designated share of settlement funds to the County of Orange.

2. Opt into settlement agreement with two opioid manufacturers—Allergan and Teva and direct the City Manager or his designee to execute any documents necessary to implement the action and, when possible, allocate the City's designated share of settlement funds to the County of Orange.

Fiscal Impact:

No impact to the City's General Fund.

Background:

Litigation brought by states and cities across the United States has resulted in additional settlement agreements with three pharmacy chains (CVS, Walgreens, and Walmart) and two opioid manufacturers (Allergan and Teva). Collectively, these settlement agreements are referred to as the 2022 National Settlement Agreements.

Previously, the City entered into settlement agreements with the three largest pharmaceutical distributors of opioid painkillers, Amerisource Bergen, Cardinal Health, and McKesson, and the opioid painkiller manufacturer, Janssen (owned by Johnson & Johnson). These previously approved settlement agreements are referred to as the 2021 National Settlement Agreements.

Discussion:

The proposed settlement agreements before you now are separate and distinct settlement agreements with different parties resulting from the same litigation. In late 2022, agreements were announced with the three pharmacy chains and two additional manufacturers. In January 2023, each of those pharmacy chains and manufacturers confirmed that a sufficient number of states had agreed to the settlements to move forward. As with the 2021 National Settlements, states and local governments that want to participate in the 2022 National Settlements now will have the opportunity to "opt in." The greater the level of subdivision participation, the more funds will ultimately be paid out for abatement. Assuming maximum participation, the 2022 National Settlements require:

- Teva to pay up to $3.34 billion over 13 years and to provide either $1.2 billion of its generic version of the drug Narcan over 10 years or $240 million of cash in lieu of product, as each state may elect;
- Allergan to pay up to $2.02 billion over 7 years;
- CVS to pay up to $4.90 billion over 10 years;
- Walgreens to pay up to $5.52 billion over 15 years; and
- Walmart to pay up to $2.74 billion in 2023, and all payments to be made within 6 years.

Similar to the 2021 National Settlement Agreements, for these 2022 National Settlement Agreements at least 85% to 95.5% of abatement funds shall be used to fund opioid-remediation efforts, with at least 70% of abatement funds required to be used in connection with future opioid-remediation efforts. The 2022 National Settlements effectively define "opioid-remediation" as including care, treatment, and other programs and expenditures (including reimbursement for past such programs or expenditures, except where the agreement restricts the use of funds solely to future opioid-remediation) 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. The 2022 National Settlements include broad and non-exhaustive lists of qualifying opioid-remediation expenditures.

Under the Teva, Allergan, Walgreens, and CVS Settlements, there is no set threshold of subdivision-level participation required for those settlements to become effective. As to the Teva and Allergan Settlements, once the deadline for subdivisions to participate has passed, these settling Defendants will determine whether there has been sufficient subdivision-level participation for these settlements to become effective. The Walgreens and CVS Settlements operate similarly to the Teva and Allergan Settlements, except that under those settlements, the settling states (Walgreens) or the "Enforcement Committee" representing the settling states (CVS) will first have the opportunity to determine whether there has been sufficient subdivision participation to proceed with these settlements. If so, then Walgreens and CVS are to determine whether they agree that sufficient subdivisions have participated in the settlements. The decisions of Teva, Allergan, CVS,

and Walgreens as to whether there has been adequate subdivision-level participation is in their sole discretion and must be made in good faith.

The Walmart Settlement is different in that the level of subdivision participation required for the settlement to become effective is based on objective criteria: (1) more than 85% of the aggregate population of all litigating subdivisions located in settling states, as well as states that have separately settled with Walmart, must agree to participate or otherwise have their claims fully released, and (2) more than 85% of the aggregate population of all non-litigating threshold subdivisions (defined to include subdivisions with populations greater than 30,000 or those with populations between 10,000 and 30,000 that have brought opioids-related claims against McKesson, Cardinal Health, Amerisource Bergen, or J&J) must agree to participate or otherwise have their claims fully released. The calculation of the aggregate populations of litigating subdivisions and non-litigating threshold subdivisions is on an aggregated basis and not a state-by-state basis. If these thresholds are met, then the Walmart Settlement will become effective.

Like the 2021 National Settlement Agreements, each county and city that receives payment of funds from the settlements will have to annually track and report its use of the funds. Due to the uncertainty of the number of jurisdictions opting in, it has hard to predict what amount of funds will be allocated to the City; however it is likely that the amount will be less than the 2021 National Settlement Agreements.

Opting In

The City must opt into the settlements by **April 18, 2023**, which requires the City to release its claims against the parties in the 2022 National Settlement Agreements.

Conclusion

Unless the City intends to pursue its own litigation against the parties in the 2022 National Settlement Agreements, it is recommended that the City opt into the settlement. While it is unclear what the exact amount the City will be allocated based on the to be determined participation rate, it is estimated that this amount will be less than the relatively small amount of funds the City received pursuant to the 2021 National Settlement Agreements. Because of this and the restrictions on what the funds can be used for and the onerous reporting requirements, it is also recommended that, when possible, the City allocate its funds to the County of Orange.

Attachments:

1. Settlement Overview

2. 2022 National Settlement Agreements Participation Package

TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:
THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT NATIONAL OPIOID SETTLEMENTS.

SETTLEMENT OVERVIEW

Proposed nationwide settlement agreements ("Settlements") have been reached that would resolve opioid litigation brought by states, local political subdivisions, and special districts against two pharmaceutical manufacturers, Teva and Allergan ("Manufacturers"), and three pharmacies, CVS, Walgreens, and Walmart ("Pharmacies"). Local political subdivisions and special districts are referred to as "subdivisions."

The Settlements require the settling Manufacturers and Pharmacies to pay billions of dollars to abate the opioid epidemic. The Settlements total over $20 billion. Of this amount, approximately $17 billion will be used by participating states and subdivisions to remediate and abate the impacts of the opioid crisis. Depending on participation by states and subdivisions, the Settlements require:

- Teva to pay up to $3.34 billion over 13 years and to provide either $1.2 billion of its generic version of the drug Narcan over 10 years or an agreed upon cash equivalent over 13 years;
- Allergan to pay up to $2.02 billion over 7 years;
- CVS to pay up to $4.90 billion over 10 years;
- Walgreens to pay up to $5.52 billion over 15 years; and
- Walmart to pay up to $2.74 billion in 2023, and all payments to be made within 6 years.

As provided under the Agreements, these figures are net of amounts attributable to prior settlements between the Defendants and certain states/subdivisions, and include amounts for attorneys' fees and costs.

The Settlements also contain injunctive relief governing opioid marketing, sale, distribution, and/or dispensing practices.

Each of the proposed settlements has two key participation steps.

First, each eligible state decides whether to participate in each Settlement. A list of participating states for each settlement can be found at https://nationalopioidsettlement.com.

Second, eligible subdivisions within each participating state decide whether to participate in each Settlement. The more subdivisions that participate, the more funds flow to that state and its subdivisions. Any subdivision that does not participate cannot directly share in any of the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. If the state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

WHO IS RUBRIS INC. AND WHAT IS THE IMPLEMENTATION ADMINISTRATOR?

The Settlements provide that an Implementation Administrator will provide notice and manage the collection of participation forms. Rubris Inc. is the Implementation Administrator for these new Settlements and was also retained for the 2021 national opioid settlements.

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

Your state has elected to participate in one or more of the Settlements with the Manufacturers and/or the Pharmacies, and your subdivision may participate in those Settlements in which your state has elected to participate. This notice is also sent directly to counsel for such subdivisions if the Implementation Administrator has their information.

If you are represented by an attorney with respect to opioid claims, please contact them. **Subdivisions can participate in the Settlements whether or not they filed a lawsuit or are represented.**

WHERE CAN YOU FIND MORE INFORMATION?

Detailed information about the Settlements, including each settlement agreement, may be found at: https://nationalopioidsettlement.com. This website also includes information about how the Settlements are being implemented in most states and how funds will be allocated within your state.

You are encouraged to review the settlement agreement terms and discuss the terms and benefits with your counsel, your Attorney General's Office, and other contacts within your state. Information and documents regarding the Settlements and your state allocation can be found on the settlement website at https://nationalopioidsettlement.com.

Your subdivision will need to decide whether to participate in the proposed Settlements, and subdivisions are encouraged to work through this process before the **April 18, 2023** deadline.

HOW DO YOU PARTICIPATE IN THE SETTLEMENTS?

The Settlements require that you take affirmative steps to "opt in" to the Settlements.

In the next few weeks, you will receive documentation and instructions from the Implementation Administrator or, in some cases, your Attorney General's Office. In order to participate in a settlement, a subdivision must sign and return the required Participation Form for that settlement.

Please add the following email addresses to your "safe" list so emails do not go to spam / junk folders: dse_na3@docusign.net and opioidsparticipation@rubris.com. Please monitor your email for the Participation Forms and instructions.

All required documentation must be signed and returned on or before **April 18, 2023**.

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New National Opioids Settlements: Teva, Allergan, CVS, Walgreens, and Walmart
Opioids Implementation Administrator
opioidsparticipation@rubris.com

TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOID SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: April 18, 2023

Five new proposed national opioid settlements ("*New National Opioid Settlements*") have been reached with **Teva, Allergan, CVS, Walgreens, and Walmart** ("Settling Defendants"). This *Participation Package* is a follow-up communication to the *Notice of National Opioid Settlements* recently received electronically by your subdivision or special district ("subdivision").

You are receiving this *Participation Package* because California is participating in the following settlements:

- Teva
- Allergan
- CVS
- Walgreens
- Walmart

This electronic envelope includes eleven attachments:

- *Participation Forms* for Teva, Allergan, CVS, Walgreens, and Walmart, including a release of any claims.
- *California State-Subdivision Agreements for Teva, Allergan, CVS, Walgreens, and Walmart.*
- *Side-letter agreement between California and CVS.*

The *Participation Form* and *California Intrastate Allocation Agreement* for each settlement must be executed, without alteration, and submitted on or before April 18, 2023, in order for your subdivision to be considered for initial participation calculations and payment eligibility.

The side-letter agreement between California and CVS modifies the CVS National Settlement's incentive structure for subdivision participation as it applies to California.

Based upon subdivision participation forms received on or before April 18th, the subdivision participation rate will be used to determine whether participation for each deal is sufficient for the settlement to move forward and whether a state earns

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its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *New National Opioid Settlements* with your city attorney/county counsel, outside counsel representing your city/county on opioid matters, the Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for these new settlements the same as they did for the prior opioid settlements with McKesson, Cardinal, Amerisource, and J&J/Janssen, but states may choose to treat these settlements differently.

Information and documents regarding the *New National Opioid Settlements* and how they are being implemented in your state and how funds will be allocated within your state allocation can be found on the national settlement website at https://nationalopioidsettlement.com/ and the California Attorney General's website at https://oag.ca.gov/opioids. These websites will be supplemented as additional documents are created. Please also refer to the Side-Letter Agreement with CVS, which modifies the *CVS National Opioid Settlement.*

How to return signed forms:

There are three methods for returning the executed *Participation Forms* and *California-State Subdivision Agreements ("Subdivision Agreements")* to the Implementation Administrator:

(1) *Electronic Signature via DocuSign*: Executing the *Participation Forms* and the *Subdivision Agreements* electronically through DocuSign will return the signed forms to the Implementation Administrator and associate your forms with your subdivision's records. Electronic signature is the most efficient method for returning *Participation Forms* and *Subdivision Agreements*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.

(2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields and note that execution and return of both the *Subdivision Agreement* and the *Participation Form* are required for participation in the corresponding settlement. As with electronic signature, returning manually signed *Participation Forms* and *Subdivision Agreements* via DocuSign will associate your signed forms with your subdivision's records.

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(3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return executed *Participation Forms* and *Subdivision Agreements* using DocuSign, signed *Participation Forms* and *Subdivision Agreements* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Forms – [Subdivision Name, Subdivision State] – [Reference ID]. Note that execution and return of both the Subdivision Agreement and the Participation Form are required for participation in the corresponding settlement.

Detailed instructions on how to sign and return the *Participation Forms* and the *Subdivision Agreements*, including changing the authorized signer, can be found at https://nationalopioidsettlement.com. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on April 18, 2023.

If you have any questions about executing these forms, please contact your city attorney/county counsel, outside counsel representing your city/county on opioids matters, the Implementation Administrator at opioidsparticipation@rubris.com, or the California Attorney General's Office at opioidsettlement-localgovernment@doj.ca.gov.

Thank you,

National Opioids Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the respective settlement agreements referenced above and to manage the collection of settlement participation forms for each settlement.

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EXHIBIT K
Subdivision and Special District Settlement Participation Form

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

[ ] Yes [ ] No

Governmental Entity:		State: CA
Authorized Signatory:		
Address 1:		
Address 2:		
City, State, Zip:		
Phone:		
Email:		

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("*Allergan Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.

2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.

3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com.

4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.

5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.

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7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.

8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.

9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their 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, 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 in bringing, 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 Allergan Settlement are intended 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 Allergan Settlement shall be a complete bar to any Released Claim.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.

11. In connection with the releases provided for in the Allergan 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 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, 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 Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.

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

Signature: _____

Name: _____

Title: _____

Date: _____

DocuSign Envelope ID: 3E9A6F8D-E6D6-483F-9AB8-A5769947E1EA

Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity:	State: CA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("*Teva Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.

2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.

3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com.

4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.

5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.

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8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.

9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), 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 Teva Settlement are intended by Released Entitles and the Governmental Entity 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 Teva Settlement shall be a complete bar to any Released Claim.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.

11. In connection with the releases provided for in the Teva 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 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, 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 Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.

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

Signature: _____

Name: _____

Title: _____

Date: _____

DocuSign Envelope ID: 3E9A6F8D-E6D6-483F-9AB8-A5769947E1EA

EXHIBIT K

Subdivision Participation and Release Form

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

[ ] Yes [ ] No

Governmental Entity: City of Aliso Viejo	State: CA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*CVS Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.

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6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.

7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), 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 CVS Settlement are intended by the 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 CVS 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 CVS Settlement.

10. In connection with the releases provided for in the CVS 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 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, 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 CVS Settlement.

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11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

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

Signature: _____

Name: _____

Title: _____

Date: _____



DocuSign Envelope ID: 3E9A6F8D-E6D6-483F-9AB8-A5769947E1EA

EXHIBIT K

Subdivision Participation and Release Form

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

[ ] Yes [ ] No

Governmental Entity: City of Aliso Viejo	State: CA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*Walgreens Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.

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6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.

7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), 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 Walgreens Settlement are intended by the 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 Walgreens 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 Walgreens Settlement.

10. In connection with the releases provided for in the Walgreens 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 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, 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 Walgreens Settlement.

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11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

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

Signature: _____

Name: _____

Title: _____

Date: _____



DocuSign Envelope ID: 3E9A6F8D-E6D6-483F-9AB8-A5769947E1EA

EXHIBIT K

Subdivision Participation Form

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

[ ] Yes [ ] No

Governmental Entity: City of Aliso Viejo	State: CA
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com/.

3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.

4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.

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6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.

7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), 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 Walmart Settlement are intended by the 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 Walmart Settlement shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Walmart 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 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, 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 Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.

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

Signature: _____

Name: _____

Title: _____

Date: _____

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Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Allergan Settlement

1. Introduction

Pursuant to the Allergan Settlement Agreement, dated as of November 22, 2022, and any revision thereto (the "Allergan Settlement Agreement"), including Section VIII and Exhibit O, the State of California proposes this agreement (the "CA Allergan Allocation Agreement") to govern the allocation, distribution, and use of Settlement Fund payments made to California pursuant to Sections VI, VII, and VIII of the Allergan Settlement Agreement. For the avoidance of doubt, this agreement does not apply to payments made pursuant to Sections XII or XIII of the Allergan Settlement Agreement.

Pursuant to Exhibit O, Paragraph 4, of the Allergan Settlement Agreement, acceptance of this CA Allergan Allocation Agreement is a requirement to be an Initial Participating Subdivision.[1]

Further, pursuant to Sections X.B and X.C of the Teva Settlement Agreement and Sections IX.B and IX.C of the Allergan Settlement Agreement, eligible Subdivisions must participate in both the Teva Settlement Agreement and Allergan Settlement Agreement, or neither.[2]

2. Definitions

a) *CA Participating Subdivision* means a Participating Subdivision that is also (a) a Plaintiff Subdivision and/or (b) a Subdivision with a population equal to or greater than 10,000. For the avoidance of doubt, eligible CA Participating Subdivisions are those California subdivisions listed in Exhibit C (excluding Litigating Special Districts) and/or Exhibit I to the Allergan Settlement Agreement.

b) *Teva Settlement Agreement* means the Teva Settlement Agreement dated November 22, 2022, and any revision thereto.

c) *CVS Settlement Agreement* means the CVS Settlement Agreement dated December 9, 2022, and any revision thereto as well as any modification thereto entered into by the State of California and CVS.

d) *Distributor Settlement Agreement* means the Distributor Settlement Agreement dated July 21, 2021, and any revision thereto.

e) *Janssen Settlement Agreement* means the Janssen Settlement Agreement dated July 21, 2021, and any revision thereto.

[1] A parallel but separate agreement (the "CA Teva Allocation Agreement") will govern the allocation, distribution, and use of settlement fund payments under the Teva Settlement Agreement.

[2] However, if Teva enters bankruptcy prior to the Effective Date, an eligible Subdivision can choose to only join the Allergan Settlement Agreement.

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f) *Walgreens Settlement Agreement* means the Walgreens Settlement Agreement dated December 9, 2022, and any revision thereto.

g) *Walmart Settlement Agreement* means the Walmart Settlement Agreement dated November 14, 2022, and any revision thereto.

h) *CA Litigating Special District* means a Litigating Special District located in California. CA Litigating Special Districts include Downey Unified School District, Elk Grove Unified School District, Kern High School District, Montezuma Fire Protection District (located in Stockton, California), Santa Barbara San Luis Obispo Regional Health Authority, Inland Empire Health Plan, Health Plan of San Joaquin, San Leandro Unified School District, Pleasant Valley School District Board, and LA Care Health Plan.

i) *Plaintiff Subdivision* means a Subdivision located in California, other than a CA Litigating Special District, that filed a lawsuit, on behalf of the Subdivision and/or through an official of the Subdivision on behalf of the People of the State of California, against one or more Opioid Defendants prior to October 1, 2020.

j) *Opioid Defendant* means any defendant (including but not limited to Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., Walgreen Co., Walmart Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc., AmerisourceBergen Corporation, and McKesson Corporation) named in a lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.

3. General Terms

This agreement is subject to the requirements of the Allergan Settlement Agreement, as well as applicable law, and the Allergan Settlement Agreement governs over any inconsistent provision of this CA Allergan Allocation Agreement. Terms used in this CA Allergan Allocation Agreement have the same meaning as in the Allergan Settlement Agreement unless otherwise defined herein.

Pursuant to Section VIII(E)(1) of the Allergan Settlement Agreement, (a) all Settlement Fund payments will be used for Opioid Remediation, except as allowed by Section VIII(C) of the Allergan Settlement Agreement; and (b) at least seventy percent (70%) of Settlement Fund payment amounts will be used solely for future Opioid Remediation.

4. State Allocation

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The Settlement Fund payments to California,[3] pursuant to the Allergan Settlement Agreement, shall be allocated as follows: 15% to the State Fund; 70% to the Abatement Accounts Fund; and 15% to the Subdivision Fund. For the avoidance of doubt, all funds allocated to California from the Settlement Fund shall be combined pursuant to this CA Allergan Allocation Agreement, and 15% of that total shall be allocated to the State of California (the "State of California Allocation"), 70% to the California Abatement Accounts Fund ("CA Abatement Accounts Fund"), and 15% to the California Subdivision Fund ("CA Subdivision Fund").

A. State of California Allocation

Fifteen percent of the total Settlement Fund payments will be allocated to the State and used by the State for future Opioid Remediation.

B. CA Abatement Accounts Fund

i. Allocation of CA Abatement Accounts Funds

a) Seventy percent of the total Settlement Fund payments will be allocated to the CA Abatement Accounts Fund. The funds in the CA Abatement Accounts Fund will be allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision. The percentage from the CA Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 in the column entitled abatement percentage (the "Local Allocation"). For the avoidance of doubt, CA Litigating Special Districts and California towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of CA Abatement Accounts Funds.

b) A CA Participating Subdivision that is a county, or a city and county, will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision, and will receive payments as provided in the Allergan Settlement Agreement.

c) A CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is a CA Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county's share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of

[3] For purposes of clarity, use of the term "California" refers to the geographic territory of California and the state and its local governments therein. The term "State" or "State of California" refers to the State of California as a governmental unit.

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CA Abatement Accounts Funds) and reported on in accordance with Section 4.B.iii (CA Abatement Accounts Fund Oversight).

d) A city within a county that is a CA Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Fund Administrator at least 60 days prior to a Payment Date. For purposes of this CA Allergan Allocation Agreement, the Cities of Los Angeles, Oakland, San Diego, San Jose and Eureka will be deemed to have elected direct payment if they become Participating Subdivisions.

e) The State will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision.

f) Funds received by a CA Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the Allergan Settlement Agreement and this CA Allergan Allocation Agreement shall be transferred to the State; provided however, that CA Participating Subdivisions have seven years to expend or encumber CA Abatement Accounts Funds designated to support capital outlay projects before they must be transferred to the State. This provision shall not apply to the Cost Reimbursement Funds, which shall be controlled by Appendix 2.

ii. Use of CA Abatement Accounts Funds

a) The CA Abatement Accounts Funds will be used for future Opioid Remediation in one or more of the areas described in the List of Opioid Remediation Uses, which is Exhibit E to the Allergan Settlement Agreement.

b) In addition to this requirement, no less than 50% of the funds received by a CA Participating Subdivision from the Abatement Accounts Fund in each calendar year will be used for one or more of the following High Impact Abatement Activities:

(1) the provision of matching funds or operating costs for substance use disorder facilities within the Behavioral Health Continuum Infrastructure Program;

(2) creating new or expanded Substance Use Disorder ("SUD") treatment infrastructure;

(3) addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD;

(4) diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction; and/or

(5) interventions to prevent drug addiction in vulnerable youth.

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c) The California Department of Health Care Services ("DHCS") may add to this list (but not delete from it) by designating additional High Impact Abatement Activities. DHCS will make reasonable efforts to consult with stakeholders, including the CA Participating Subdivisions, before adding additional High Impact Abatement Activities to this list.

d) For the avoidance of doubt, and subject to the requirements of the Allergan Settlement Agreement and applicable law, CA Participating Subdivisions may form agreements or ventures, or otherwise work in collaboration with, federal, state, local, tribal or private sector entities in pursuing Opioid Remediation activities funded from the CA Abatement Accounts Fund. Further, provided that all CA Abatement Accounts Funds are used for Opioid Remediation consistent with the Allergan Settlement Agreement and this CA Allergan Allocation Agreement, a county and any cities or towns within the county may agree to reallocate their respective shares of the CA Abatement Accounts Funds among themselves, provided that any direct distribution may only be to a CA Participating Subdivision and any CA Participating Subdivision must agree to their share being reallocated.

iii. CA Abatement Accounts Fund Oversight

a) Pursuant to Section 5 below, CA Participating Subdivisions receiving settlement funds must prepare and file reports annually regarding the use of those funds. DHCS may regularly review the reports prepared by CA Participating Subdivisions about the use of CA Abatement Accounts Funds for compliance with the Allergan Settlement Agreement and this CA Allergan Allocation Agreement.

b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the Allergan Settlement Agreement or this CA Allergan Allocation Agreement, whether through review of reports or information from any other sources, DHCS shall send a request to meet and confer with the CA Participating Subdivision. The parties shall meet and confer in an effort to resolve the concern.

c) If the parties are unable to reach a resolution, DHCS may conduct an audit of the Subdivision's use of the CA Abatement Accounts Funds within one year of the request to meet and confer, unless the parties mutually agree in writing to extend the meet and confer time frame.

d) If the concern still cannot be resolved, the State may bring a motion or action in the court where the State has filed its Consent Judgment to resolve the concern or otherwise

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enforce the requirements of the Allergan Settlement Agreement or this CA Allergan Allocation Agreement. However, in no case shall any audit be conducted, or motion be brought, as to a specific expenditure of funds, more than five years after the date on which the expenditure of the funds was reported to DHCS, in accordance with this agreement.

e) Notwithstanding the foregoing, this Agreement does not limit the statutory or constitutional authority of any state or local agency or official to conduct audits, investigations, or other oversight activities, or to pursue administrative, civil, or criminal enforcement actions.

C. CA Subdivision Fund

i. Fifteen percent of the total Settlement Fund payments will be allocated to the CA Subdivision Fund. All funds in the CA Subdivision Fund will be allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. The funds will be used, subject to any limits imposed by the Allergan Settlement Agreement and this CA Allergan Allocation Agreement, to fund future Opioid Remediation and reimburse past opioid-related expenses, which may include fees and expenses related to litigation, and to pay the reasonable fees and expenses of the Special Master as set forth in Appendix 2.

The CA Subdivision Funds will be allocated as follows:

a) First, funds in the CA Subdivision Fund shall be used to pay the Special Master's reasonable fees and expenses in accordance with the procedures and limitations set forth in Appendix 2 to this document;

b) Second, funds will be allocated to Plaintiff Subdivisions that are Initial Participating Subdivisions that have been awarded Costs, as defined by and in accordance with the procedures and limitations set forth in Appendix 2 to this document.

c) Funds remaining in the CA Subdivision Fund, which shall consist of no less than 50% of the total CA Subdivision Fund received in any year pursuant to Appendix 2, Section 2.c.v, will be distributed to Plaintiff Subdivisions that are Initial Participating Subdivisions, in relative proportion to the Local Allocation. These funds shall be used to fund future opioid-related projects and to reimburse past opioid-related expenses, which may include fees and expenses related to litigation against any Opioid Defendant.

D. Provision for State Back-Stop Agreement

On August 6, 2021, Judge Dan Polster of the U.S. District Court, Northern District of Ohio, Eastern Division, issued an order (ECF Docket Number 3814) ("MDL Fees Order") in the National Prescription Opiate Litigation (MDL No. 2804) "cap[ping] all applicable contingent fee agreements at 15%." Private counsel representing Plaintiff Subdivisions should seek its

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contingency fees and costs from the Attorney Fee Fund or Cost Funds under the Teva Settlement Agreement and Allergan Settlement Agreement, and, if applicable, the CVS Settlement Agreement, Distributor Settlement Agreement, Janssen Settlement Agreement, Walgreens Settlement Agreement, and Walmart Settlement Agreement.

A Plaintiff Subdivision may separately agree to use its share of the CA Subdivision Fund to pay for fees or costs incurred by its contingency-fee counsel ("State Back-Stop Agreement"), pursuant to Exhibit R, section I(X), of the Allergan Settlement Agreement and the MDL Fees Order, so long as such contingency fees do not exceed a total contingency fee of 15% of the total gross recovery of the Plaintiff Subdivision pursuant to the Allergan Settlement, inclusive of contingency fees from the national Attorney Fee Fund and this State Back-Stop Agreement. Before seeking fees or litigation costs and expenses from a State Back-Stop Agreement, private counsel representing Plaintiff Subdivisions must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the Allergan Settlement Agreement. Further, private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.

To effectuate a State Back-Stop Agreement pursuant to this section, an agreement in the form of Appendix 3 may be entered into by a Plaintiff Subdivision, private counsel, and the California Office of the Attorney General. The California Office of the Attorney General shall, upon the request of a Plaintiff Subdivision, execute any agreement executed by a Plaintiff Subdivision and its private counsel if it is in the form of Appendix 3. The California Office of the Attorney General will also consider requests from Plaintiff Subdivisions to execute and enter into agreements presented in other forms.

For the avoidance of doubt, this agreement does not require a Plaintiff Subdivision to request or enter into a State Back-Stop Agreement, and no State Back-Stop Agreement shall impose any duty or obligation on the State of California or any of its agencies or officers, including without limitation the Attorney General.

5. State and Subdivision Reporting

a) DHCS will prepare an annual written report regarding the State's use of funds from the settlement until those funds are fully expended and for one year thereafter. These reports will be made publicly available on the DHCS web site.

b) Each CA Participating Subdivision that receives payments of funds from the settlement will prepare written reports at least annually regarding the use of those funds, until those funds are fully expended and for one year thereafter. These reports will also include a certification that all funds that the CA Participating Subdivision has received through the settlement have been used in compliance with the Allergan Settlement Agreement and this CA Allergan Allocation Agreement. The report will be in a form reasonably determined by DHCS. Prior to specifying the form of the report DHCS will confer with representatives of the Plaintiff Subdivisions.

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c) The State and all CA Participating Subdivisions receiving CA Abatement Accounts Funds will track all deposits and expenditures. Each such subdivision is responsible solely for the CA Abatement Accounts Funds it receives. A county is not responsible for oversight, reporting, or monitoring of CA Abatement Accounts Funds received by a city within that county that receives direct payment. Unless otherwise exempt, Subdivisions' expenditures and uses of CA Abatement Accounts Funds and other Settlement Funds will be subject to the normal budgetary and expenditure process of the Subdivision.

d) Each Plaintiff Subdivision receiving CA Subdivision Funds will track all deposits and expenditures, as required by the Allergan Settlement Agreement and this CA Allergan Allocation Agreement. Among other things, Plaintiff Subdivisions using monies from the CA Subdivision Fund for purposes that do not qualify as Opioid Remediation must identify and include in their annual report, the amount and how such funds were used, including if used to pay attorneys' fees, investigation costs, or litigation costs. Pursuant to Section VIII(C) of the Allergan Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and Allergan.

e) In each year in which DHCS prepares an annual report DHCS will also host a meeting to discuss the annual report and the Opioid Remediation activities being carried out by the State and Participating Subdivisions.

6. Miscellaneous

a) The State or any CA Participating Subdivision may bring a motion or action in the court where the State has filed its Consent Judgment to enforce the requirements of this CA Allergan Allocation Agreement. Before filing such a motion or action the State will meet and confer with any CA Participating Subdivision that is the subject of the anticipated motion or action, and vice versa.

b) Except as provided in the Allergan Settlement Agreement, this CA Allergan Allocation Agreement is not enforceable by any party other than the State and the CA Participating Subdivisions. It does not confer any rights or remedies upon, and shall not be enforceable by, any third party.

c) Except as provided in the CA Allergan Allocation Agreement, if any provision of this agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this agreement will be valid and enforceable to the fullest extent permitted by law.

d) Except as provided in the Allergan Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.

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The undersigned, City of Aliso Viejo, ACKNOWLEDGES acceptance of this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Allergan Settlement is a requirement to be an Initial Participating Subdivision in the Allergan Settlement and ACCEPTS this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Allergan Settlement. EXECUTED on .

Signature: _____

Name: _____

Title: _____

Date: _____

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DISCLAIMER: The allocation percentages herein are estimates only and should not be relied on for decisions regarding legal rights, releases, waivers, or other decisions affecting current or potential legal claims. Percentages shown in the Plaintiff Subdivision Percentage column may change pursuant to Section 4.C. of the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds—Allergan Settlement, whereas the percentages shown in the Abatement Percentage column should not change. Participating Subdivisions, underlying calculations, and the calculated allocation percentages are subject to change. Regarding the column herein entitled "Abatement Percentage," pursuant to Section 4.B.e., the State of California will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision. Regarding the column herein entitled "Plaintiff Subdivision Percentage," payments allocated to a Plaintiff Subdivision, which is not an Initial Participating Subdivision, will be re-allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. Regarding the column herein entitled "Abatement Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Abatement Account Funds received, pursuant to Section 4.B. Regarding the column herein entitled "Plaintiff Subdivision Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Subdivision Funds received, pursuant to Section 4.C. Regarding the column herein entitled "Weighted Allocation Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the combined and weighted allocation of the Abatement Percentage and the Plaintiff Subdivision Percentage.

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			100.000%	100.000%	100.000%
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
County	***Alameda County***	Alameda	2.332%	2.853%	**2.4237952%**
City	Alameda	Alameda	0.069%		**0.0570162%**
City	Albany	Alameda	0.013%		**0.0107768%**
City	Berkeley	Alameda	0.152%		**0.1249656%**
City	Dublin	Alameda	0.033%	0.040%	**0.0338810%**
City	Emeryville	Alameda	0.023%		**0.0185765%**
City	Fremont	Alameda	0.108%		**0.0888576%**
City	Hayward	Alameda	0.117%		**0.0966218%**
City	Livermore	Alameda	0.054%		**0.0446740%**
City	Newark	Alameda	0.026%		**0.0217626%**
City	Oakland	Alameda	0.486%	0.595%	**0.5055601%**
City	Piedmont	Alameda	0.014%		**0.0114064%**
City	Pleasanton	Alameda	0.067%		**0.0554547%**
City	San Leandro	Alameda	0.039%		**0.0321267%**
City	Union City	Alameda	0.043%		**0.0352484%**
County	***Amador County***	Amador	0.226%	0.277%	**0.2349885%**
County	***Butte County***	Butte	1.615%	1.975%	**1.6783178%**
City	Chico	Butte	0.216%	0.264%	**0.2246499%**
City	Oroville	Butte	0.079%		**0.0646595%**
County	***Calaveras County***	Calaveras	0.226%	0.277%	**0.2351644%**
County	***Colusa County***	Colusa	0.059%		**0.0489221%**
County	***Contra Costa County***	Contra Costa	2.102%	2.571%	**2.1844585%**
City	Antioch	Contra Costa	0.037%		**0.0301879%**
City	Brentwood	Contra Costa	0.026%		**0.0215339%**
City	Clayton	Contra Costa	0.002%		**0.0018060%**
City	Concord	Contra Costa	0.055%		**0.0456676%**
City	Danville	Contra Costa	0.010%		**0.0082255%**
City	El Cerrito	Contra Costa	0.023%		**0.0189024%**
City	Hercules	Contra Costa	0.010%		**0.0078273%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Lafayette	Contra Costa	0.006%		**0.0046030%**
City	Martinez	Contra Costa	0.012%		**0.0098593%**
City	Moraga	Contra Costa	0.004%		**0.0031007%**
City	Oakley	Contra Costa	0.010%		**0.0079416%**
City	Orinda	Contra Costa	0.005%		**0.0038157%**
City	Pinole	Contra Costa	0.013%		**0.0110909%**
City	Pittsburg	Contra Costa	0.053%		**0.0436369%**
City	Pleasant Hill	Contra Costa	0.013%		**0.0106309%**
City	Richmond	Contra Costa	0.146%		**0.1201444%**
City	San Pablo	Contra Costa	0.018%		**0.0148843%**
City	San Ramon	Contra Costa	0.021%		**0.0176459%**
City	Walnut Creek	Contra Costa	0.026%		**0.0212132%**
County	***Del Norte County***	Del Norte	0.114%	0.140%	**0.1189608%**
County	***El Dorado County***	El Dorado	0.768%	0.939%	**0.7980034%**
City	Placerville	El Dorado	0.015%		**0.0127642%**
City	South Lake Tahoe	El Dorado	0.081%		**0.0665456%**
County	***Fresno County***	Fresno	1.895%	2.318%	**1.9693410%**
City	Clovis	Fresno	0.065%		**0.0536211%**
City	Coalinga	Fresno	0.012%		**0.0098554%**
City	Fresno	Fresno	0.397%		**0.3270605%**
City	Kerman	Fresno	0.005%		**0.0042534%**
City	Kingsburg	Fresno	0.008%		**0.0066167%**
City	Mendota	Fresno	0.002%		**0.0019387%**
City	Orange Cove	Fresno	0.004%		**0.0035607%**
City	Parlier	Fresno	0.008%		**0.0069755%**
City	Reedley	Fresno	0.012%		**0.0098804%**
City	Sanger	Fresno	0.018%		**0.0146135%**
City	Selma	Fresno	0.015%		**0.0127537%**
County	***Glenn County***	Glenn	0.107%	0.131%	**0.1116978%**
County	***Humboldt County***	Humboldt	1.030%	1.260%	**1.0703185%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Arcata	Humboldt	0.054%		**0.0447660%**
City	Eureka	Humboldt	0.117%	0.143%	**0.1216284%**
City	Fortuna	Humboldt	0.032%		**0.0266837%**
County	***Imperial County***	Imperial	0.258%	0.315%	**0.2679006%**
City	Brawley	Imperial	0.011%		**0.0087986%**
City	Calexico	Imperial	0.019%		**0.0152799%**
City	El Centro	Imperial	0.158%		**0.1302522%**
City	Imperial	Imperial	0.006%		**0.0048791%**
County	***Inyo County***	Inyo	0.073%	0.089%	**0.0754413%**
County	***Kern County***	Kern	2.517%	3.079%	**2.6159145%**
City	Arvin	Kern	0.006%		**0.0046425%**
City	Bakersfield	Kern	0.212%		**0.1747198%**
City	California City	Kern	0.009%		**0.0070820%**
City	Delano	Kern	0.030%		**0.0249316%**
City	McFarland	Kern	0.003%		**0.0025644%**
City	Ridgecrest	Kern	0.015%		**0.0120938%**
City	Shafter	Kern	0.013%		**0.0103417%**
City	Tehachapi	Kern	0.009%		**0.0073580%**
City	Wasco	Kern	0.008%		**0.0069861%**
County	***Kings County***	Kings	0.293%		**0.2413469%**
City	Avenal	Kings	0.007%		**0.0056335%**
City	Corcoran	Kings	0.013%		**0.0107032%**
City	Hanford	Kings	0.027%		**0.0226038%**
City	Lemoore	Kings	0.016%		**0.0131900%**
County	***Lake County***	Lake	0.795%		**0.6545389%**
City	Clearlake	Lake	0.041%	0.050%	**0.0426253%**
City	Lakeport	Lake	0.021%	0.026%	**0.0222964%**
County	***Lassen County***	Lassen	0.319%	0.391%	**0.3320610%**
City	Susanville	Lassen	0.027%		**0.0219295%**
County	***Los Angeles County***	Los Angeles	13.896%	16.999%	**14.4437559%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Agoura Hills	Los Angeles	0.005%		**0.0040024%**
City	Alhambra	Los Angeles	0.042%		**0.0343309%**
City	Arcadia	Los Angeles	0.033%		**0.0267718%**
City	Artesia	Los Angeles	0.001%		**0.0005100%**
City	Azusa	Los Angeles	0.026%		**0.0210857%**
City	Baldwin Park	Los Angeles	0.027%		**0.0218520%**
City	Bell	Los Angeles	0.008%		**0.0068783%**
City	Bellflower	Los Angeles	0.002%		**0.0014485%**
City	Bell Gardens	Los Angeles	0.014%		**0.0114301%**
City	Beverly Hills	Los Angeles	0.065%		**0.0534897%**
City	Burbank	Los Angeles	0.100%		**0.0823132%**
City	Calabasas	Los Angeles	0.006%		**0.0048948%**
City	Carson	Los Angeles	0.019%		**0.0159805%**
City	Cerritos	Los Angeles	0.005%		**0.0039682%**
City	Claremont	Los Angeles	0.010%		**0.0082584%**
City	Commerce	Los Angeles	0.000%		**0.0002971%**
City	Compton	Los Angeles	0.044%		**0.0361882%**
City	Covina	Los Angeles	0.028%		**0.0229127%**
City	Cudahy	Los Angeles	0.001%		**0.0006020%**
City	Culver City	Los Angeles	0.055%		**0.0449894%**
City	Diamond Bar	Los Angeles	0.001%		**0.0006993%**
City	Downey	Los Angeles	0.052%		**0.0429994%**
City	Duarte	Los Angeles	0.003%		**0.0027261%**
City	El Monte	Los Angeles	0.031%	0.038%	**0.0318985%**
City	El Segundo	Los Angeles	0.033%		**0.0268020%**
City	Gardena	Los Angeles	0.034%		**0.0278088%**
City	Glendale	Los Angeles	0.166%		**0.1366586%**
City	Glendora	Los Angeles	0.016%		**0.0134411%**
City	Hawaiian Gardens	Los Angeles	0.005%		**0.0040549%**
City	Hawthorne	Los Angeles	0.050%		**0.0407833%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Hermosa Beach	Los Angeles	0.018%		**0.0145307%**
City	Huntington Park	Los Angeles	0.023%		**0.0190667%**
City	Inglewood	Los Angeles	0.059%		**0.0489195%**
City	La Cañada Flintridge	Los Angeles	0.003%		**0.0025565%**
City	Lakewood	Los Angeles	0.005%		**0.0039971%**
City	La Mirada	Los Angeles	0.010%		**0.0081572%**
City	Lancaster	Los Angeles	0.045%		**0.0369689%**
City	La Puente	Los Angeles	0.002%		**0.0012999%**
City	La Verne	Los Angeles	0.024%		**0.0194190%**
City	Lawndale	Los Angeles	0.002%		**0.0017731%**
City	Lomita	Los Angeles	0.004%		**0.0031940%**
City	Long Beach	Los Angeles	0.439%		**0.3614151%**
City	Los Angeles	Los Angeles	2.715%	3.321%	**2.8218811%**
City	Lynwood	Los Angeles	0.016%		**0.0134345%**
City	Malibu	Los Angeles	0.002%		**0.0019269%**
City	Manhattan Beach	Los Angeles	0.032%		**0.0260686%**
City	Maywood	Los Angeles	0.004%		**0.0035528%**
City	Monrovia	Los Angeles	0.031%		**0.0254455%**
City	Montebello	Los Angeles	0.030%		**0.0250670%**
City	Monterey Park	Los Angeles	0.031%		**0.0256677%**
City	Norwalk	Los Angeles	0.031%		**0.0258228%**
City	Palmdale	Los Angeles	0.046%		**0.0375827%**
City	Palos Verdes Estates	Los Angeles	0.006%		**0.0053102%**
City	Paramount	Los Angeles	0.011%		**0.0091483%**
City	Pasadena	Los Angeles	0.146%		**0.1200524%**
City	Pico Rivera	Los Angeles	0.022%		**0.0183333%**
City	Pomona	Los Angeles	0.111%		**0.0911933%**
City	Rancho Palos Verdes	Los Angeles	0.002%		**0.0012645%**
City	Redondo Beach	Los Angeles	0.062%		**0.0506992%**
City	Rosemead	Los Angeles	0.003%		**0.0028260%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	San Dimas	Los Angeles	0.003%		**0.0022016%**
City	San Fernando	Los Angeles	0.013%		**0.0104837%**
City	San Gabriel	Los Angeles	0.018%		**0.0147726%**
City	San Marino	Los Angeles	0.009%		**0.0073791%**
City	Santa Clarita	Los Angeles	0.022%		**0.0178167%**
City	Santa Fe Springs	Los Angeles	0.031%		**0.0257531%**
City	Santa Monica	Los Angeles	0.158%		**0.1298513%**
City	Sierra Madre	Los Angeles	0.006%		**0.0048646%**
City	Signal Hill	Los Angeles	0.010%		**0.0084884%**
City	South El Monte	Los Angeles	0.005%		**0.0039603%**
City	South Gate	Los Angeles	0.020%		**0.0166272%**
City	South Pasadena	Los Angeles	0.012%		**0.0095334%**
City	Temple City	Los Angeles	0.005%		**0.0039498%**
City	Torrance	Los Angeles	0.112%		**0.0919820%**
City	Walnut	Los Angeles	0.006%		**0.0047305%**
City	West Covina	Los Angeles	0.049%		**0.0404521%**
City	West Hollywood	Los Angeles	0.013%		**0.0108517%**
City	Whittier	Los Angeles	0.032%		**0.0260581%**
County	***Madera County***	Madera	0.349%	0.427%	**0.3630669%**
City	Chowchilla	Madera	0.012%		**0.0097332%**
City	Madera	Madera	0.039%		**0.0318441%**
County	***Marin County***	Marin	0.564%	0.690%	**0.5861325%**
City	Larkspur	Marin	0.015%		**0.0124697%**
City	Mill Valley	Marin	0.020%		**0.0168401%**
City	Novato	Marin	0.028%		**0.0229824%**
City	San Anselmo	Marin	0.009%		**0.0078062%**
City	San Rafael	Marin	0.089%		**0.0729823%**
County	***Mariposa County***	Mariposa	0.084%	0.103%	**0.0876131%**
County	***Mendocino County***	Mendocino	0.439%	0.536%	**0.4558394%**
City	Ukiah	Mendocino	0.039%		**0.0317153%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
County	***Merced County***	Merced	0.551%	0.674%	**0.5724262%**
City	Atwater	Merced	0.024%		**0.0195846%**
City	Livingston	Merced	0.006%		**0.0045873%**
City	Los Banos	Merced	0.020%		**0.0165142%**
City	Merced	Merced	0.061%		**0.0500762%**
County	***Modoc County***	Modoc	0.065%	0.080%	**0.0678250%**
County	***Mono County***	Mono	0.023%	0.029%	**0.0242606%**
County	***Monterey County***	Monterey	0.908%	1.111%	**0.9437083%**
City	Greenfield	Monterey	0.006%		**0.0050552%**
City	King City	Monterey	0.005%		**0.0037355%**
City	Marina	Monterey	0.017%		**0.0144098%**
City	Monterey	Monterey	0.041%		**0.0336540%**
City	Pacific Grove	Monterey	0.009%		**0.0074842%**
City	Salinas	Monterey	0.094%		**0.0776576%**
City	Seaside	Monterey	0.023%		**0.0191772%**
City	Soledad	Monterey	0.007%		**0.0060870%**
County	***Napa County***	Napa	0.288%	0.352%	**0.2994325%**
City	American Canyon	Napa	0.017%		**0.0136869%**
City	Napa	Napa	0.078%		**0.0642783%**
County	***Nevada County***	Nevada	0.441%	0.539%	**0.4579827%**
City	Grass Valley	Nevada	0.024%		**0.0197805%**
City	Truckee	Nevada	0.003%		**0.0023843%**
County	***Orange County***	Orange	4.364%	5.339%	**4.5363576%**
City	Aliso Viejo	Orange	0.014%		**0.0113841%**
City	Anaheim	Orange	0.554%	0.678%	**0.5759282%**
City	Brea	Orange	0.086%		**0.0708897%**
City	Buena Park	Orange	0.087%		**0.0714352%**
City	Costa Mesa	Orange	0.124%	0.152%	**0.1288366%**
City	Cypress	Orange	0.033%		**0.0271937%**
City	Dana Point	Orange	0.001%		**0.0005560%**

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City	Fountain Valley	Orange	0.055%		**0.0455980%**
City	Fullerton	Orange	0.137%	0.168%	**0.1425744%**
City	Garden Grove	Orange	0.213%		**0.1752482%**
City	Huntington Beach	Orange	0.247%	0.302%	**0.2568420%**
City	Irvine	Orange	0.139%	0.170%	**0.1442350%**
City	Laguna Beach	Orange	0.047%	0.058%	**0.0493043%**
City	Laguna Hills	Orange	0.014%		**0.0115457%**
City	Laguna Niguel	Orange	0.001%		**0.0007071%**
City	Laguna Woods	Orange	0.001%		**0.0006546%**
City	La Habra	Orange	0.060%	0.073%	**0.0621049%**
City	Lake Forest	Orange	0.012%		**0.0101249%**
City	La Palma	Orange	0.012%		**0.0095439%**
City	Los Alamitos	Orange	0.008%		**0.0069190%**
City	Mission Viejo	Orange	0.014%		**0.0117560%**
City	Newport Beach	Orange	0.179%		**0.1470134%**
City	Orange	Orange	0.150%		**0.1231320%**
City	Placentia	Orange	0.029%	0.035%	**0.0298912%**
City	Rancho Santa Margarita	Orange	0.001%		**0.0006296%**
City	San Clemente	Orange	0.008%	0.010%	**0.0086083%**
City	San Juan Capistrano	Orange	0.008%		**0.0065510%**
City	Santa Ana	Orange	0.502%	0.614%	**0.5213866%**
City	Seal Beach	Orange	0.020%		**0.0165891%**
City	Stanton	Orange	0.035%		**0.0291955%**
City	Tustin	Orange	0.073%		**0.0600341%**
City	Westminster	Orange	0.104%	0.127%	**0.1082721%**
City	Yorba Linda	Orange	0.044%		**0.0362223%**
County	***Placer County***	Placer	1.045%	1.278%	**1.0861002%**
City	Auburn	Placer	0.017%		**0.0141114%**
City	Lincoln	Placer	0.031%		**0.0255599%**
City	Rocklin	Placer	0.076%		**0.0625485%**

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City	Roseville	Placer	0.196%		**0.1616559%**
County	***Plumas County***	Plumas	0.205%	0.251%	**0.2128729%**
County	***Riverside County***	Riverside	4.534%	5.547%	**4.7128296%**
City	Banning	Riverside	0.017%		**0.0143848%**
City	Beaumont	Riverside	0.021%		**0.0171135%**
City	Blythe	Riverside	0.012%		**0.0096714%**
City	Canyon Lake	Riverside	0.000%		**0.0001761%**
City	Cathedral City	Riverside	0.067%		**0.0553614%**
City	Coachella	Riverside	0.021%		**0.0173054%**
City	Corona	Riverside	0.147%		**0.1207083%**
City	Desert Hot Springs	Riverside	0.024%		**0.0200433%**
City	Eastvale	Riverside	0.000%		**0.0002747%**
City	Hemet	Riverside	0.051%		**0.0421792%**
City	Indio	Riverside	0.056%		**0.0457794%**
City	Jurupa Valley	Riverside	0.001%		**0.0008991%**
City	Lake Elsinore	Riverside	0.021%		**0.0172949%**
City	La Quinta	Riverside	0.063%		**0.0516732%**
City	Menifee	Riverside	0.032%		**0.0260909%**
City	Moreno Valley	Riverside	0.137%		**0.1130348%**
City	Murrieta	Riverside	0.048%	0.059%	**0.0497423%**
City	Norco	Riverside	0.016%		**0.0134542%**
City	Palm Desert	Riverside	0.083%		**0.0682465%**
City	Palm Springs	Riverside	0.076%		**0.0629862%**
City	Perris	Riverside	0.009%		**0.0076774%**
City	Rancho Mirage	Riverside	0.052%		**0.0431098%**
City	Riverside	Riverside	0.268%		**0.2206279%**
City	San Jacinto	Riverside	0.010%		**0.0085936%**
City	Temecula	Riverside	0.022%		**0.0180086%**
City	Wildomar	Riverside	0.008%		**0.0062500%**
County	***Sacramento County***	Sacramento	3.797%	4.645%	**3.9465887%**

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City	Citrus Heights	Sacramento	0.057%		**0.0465312%**
City	Elk Grove	Sacramento	0.130%		**0.1066994%**
City	Folsom	Sacramento	0.108%		**0.0890850%**
City	Galt	Sacramento	0.017%		**0.0143704%**
City	Rancho Cordova	Sacramento	0.008%		**0.0067679%**
City	Sacramento	Sacramento	0.721%	0.882%	**0.7496530%**
County	***San Benito County***	San Benito	0.106%	0.130%	**0.1101417%**
City	Hollister	San Benito	0.027%		**0.0225355%**
County	***San Bernardino County***	San Bernardino	3.259%	3.987%	**3.3878124%**
City	Adelanto	San Bernardino	0.008%		**0.0066640%**
City	Apple Valley	San Bernardino	0.025%		**0.0207360%**
City	Barstow	San Bernardino	0.015%		**0.0122056%**
City	Chino	San Bernardino	0.064%		**0.0525893%**
City	Chino Hills	San Bernardino	0.001%		**0.0006388%**
City	Colton	San Bernardino	0.031%		**0.0253443%**
City	Fontana	San Bernardino	0.112%		**0.0920543%**
City	Grand Terrace	San Bernardino	0.006%		**0.0051051%**
City	Hesperia	San Bernardino	0.035%		**0.0291522%**
City	Highland	San Bernardino	0.004%		**0.0029061%**
City	Loma Linda	San Bernardino	0.009%		**0.0071188%**
City	Montclair	San Bernardino	0.039%		**0.0322108%**
City	Ontario	San Bernardino	0.179%		**0.1472934%**
City	Rancho Cucamonga	San Bernardino	0.084%		**0.0689431%**
City	Redlands	San Bernardino	0.057%		**0.0469150%**
City	Rialto	San Bernardino	0.073%		**0.0603206%**
City	San Bernardino	San Bernardino	0.178%		**0.1461880%**
City	Twentynine Palms	San Bernardino	0.002%		**0.0012605%**
City	Upland	San Bernardino	0.052%		**0.0424460%**
City	Victorville	San Bernardino	0.033%		**0.0269400%**
City	Yucaipa	San Bernardino	0.016%		**0.0128772%**

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City	Yucca Valley	San Bernardino	0.003%		**0.0021228%**
County	***San Diego County***	San Diego	5.706%	6.980%	**5.9309748%**
City	Carlsbad	San Diego	0.128%		**0.1050485%**
City	Chula Vista	San Diego	0.189%	0.231%	**0.1961456%**
City	Coronado	San Diego	0.044%		**0.0359095%**
City	El Cajon	San Diego	0.113%		**0.0933582%**
City	Encinitas	San Diego	0.061%	0.074%	**0.0630289%**
City	Escondido	San Diego	0.145%		**0.1192204%**
City	Imperial Beach	San Diego	0.014%		**0.0118283%**
City	La Mesa	San Diego	0.055%	0.068%	**0.0575593%**
City	Lemon Grove	San Diego	0.022%		**0.0183911%**
City	National City	San Diego	0.080%		**0.0656808%**
City	Oceanside	San Diego	0.213%		**0.1753428%**
City	Poway	San Diego	0.062%		**0.0511040%**
City	San Diego	San Diego	1.975%	2.416%	**2.0531169%**
City	San Marcos	San Diego	0.089%		**0.0733897%**
City	Santee	San Diego	0.033%		**0.0268401%**
City	Solana Beach	San Diego	0.017%		**0.0138564%**
City	Vista	San Diego	0.052%		**0.0425144%**
Consolidated	***San Francisco***	San Francisco	3.026%	3.702%	**3.1457169%**
County	***San Joaquin County***	San Joaquin	1.680%	2.055%	**1.7460399%**
City	Lathrop	San Joaquin	0.009%		**0.0075394%**
City	Lodi	San Joaquin	0.053%		**0.0439484%**
City	Manteca	San Joaquin	0.054%		**0.0443454%**
City	Ripon	San Joaquin	0.013%		**0.0104219%**
City	Stockton	San Joaquin	0.313%	0.383%	**0.3256176%**
City	Tracy	San Joaquin	0.084%		**0.0692047%**
County	***San Luis Obispo County***	San Luis Obispo	0.816%	0.999%	**0.8484126%**
City	Arroyo Grande	San Luis Obispo	0.024%		**0.0199053%**
City	Atascadero	San Luis Obispo	0.029%		**0.0240680%**

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City	El Paso de Robles (Paso Robles)	San Luis Obispo	0.043%		**0.0353456%**
City	Grover Beach	San Luis Obispo	0.017%		**0.0137881%**
City	Morro Bay	San Luis Obispo	0.020%		**0.0160922%**
City	San Luis Obispo	San Luis Obispo	0.077%		**0.0637841%**
County	***San Mateo County***	San Mateo	1.074%	1.313%	**1.1159599%**
City	Belmont	San Mateo	0.021%		**0.0169860%**
City	Burlingame	San Mateo	0.019%		**0.0152537%**
City	Daly City	San Mateo	0.044%		**0.0363880%**
City	East Palo Alto	San Mateo	0.013%		**0.0103982%**
City	Foster City	San Mateo	0.020%		**0.0166101%**
City	Half Moon Bay	San Mateo	0.004%		**0.0031638%**
City	Hillsborough	San Mateo	0.013%		**0.0110029%**
City	Menlo Park	San Mateo	0.015%		**0.0126209%**
City	Millbrae	San Mateo	0.013%		**0.0105836%**
City	Pacifica	San Mateo	0.016%		**0.0130625%**
City	Redwood City	San Mateo	0.056%		**0.0463511%**
City	San Bruno	San Mateo	0.021%		**0.0172161%**
City	San Carlos	San Mateo	0.013%		**0.0108885%**
City	San Mateo	San Mateo	0.052%		**0.0425841%**
City	South San Francisco	San Mateo	0.043%		**0.0353943%**
County	***Santa Barbara County***	Santa Barbara	1.132%	1.385%	**1.1768968%**
City	Carpinteria	Santa Barbara	0.001%		**0.0008938%**
City	Goleta	Santa Barbara	0.004%		**0.0028969%**
City	Lompoc	Santa Barbara	0.047%		**0.0389379%**
City	Santa Barbara	Santa Barbara	0.122%		**0.1004559%**
City	Santa Maria	Santa Barbara	0.058%		**0.0479179%**
County	***Santa Clara County***	Santa Clara	2.404%	2.941%	**2.4987553%**
City	Campbell	Santa Clara	0.014%		**0.0112566%**
City	Cupertino	Santa Clara	0.008%		**0.0066824%**
City	Gilroy	Santa Clara	0.025%		**0.0202891%**

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City	Los Altos	Santa Clara	0.013%		**0.0103338%**
City	Los Gatos	Santa Clara	0.013%		**0.0103220%**
City	Milpitas	Santa Clara	0.036%		**0.0298120%**
City	Morgan Hill	Santa Clara	0.015%		**0.0124619%**
City	Mountain View	Santa Clara	0.041%		**0.0334608%**
City	Palo Alto	Santa Clara	0.039%		**0.0323080%**
City	San Jose	Santa Clara	0.294%	0.360%	**0.3054960%**
City	Santa Clara	Santa Clara	0.067%		**0.0549723%**
City	Saratoga	Santa Clara	0.004%		**0.0034161%**
City	Sunnyvale	Santa Clara	0.053%		**0.0434069%**
County	***Santa Cruz County***	Santa Cruz	0.783%	0.957%	**0.8135396%**
City	Capitola	Santa Cruz	0.020%		**0.0168191%**
City	Santa Cruz	Santa Cruz	0.143%		**0.1180348%**
City	Scotts Valley	Santa Cruz	0.015%		**0.0126525%**
City	Watsonville	Santa Cruz	0.063%		**0.0520136%**
County	***Shasta County***	Shasta	1.095%	1.339%	**1.1380191%**
City	Anderson	Shasta	0.024%		**0.0198896%**
City	Redding	Shasta	0.284%		**0.2334841%**
City	Shasta Lake	Shasta	0.004%		**0.0031993%**
County	***Siskiyou County***	Siskiyou	0.228%	0.279%	**0.2373393%**
County	***Solano County***	Solano	0.760%		**0.6260795%**
City	Benicia	Solano	0.031%		**0.0253903%**
City	Dixon	Solano	0.016%		**0.0130849%**
City	Fairfield	Solano	0.109%		**0.0897317%**
City	Suisun City	Solano	0.021%		**0.0176183%**
City	Vacaville	Solano	0.119%		**0.0976497%**
City	Vallejo	Solano	0.167%		**0.1373644%**
County	***Sonoma County***	Sonoma	1.218%	1.490%	**1.2661290%**
City	Healdsburg	Sonoma	0.032%		**0.0266929%**
City	Petaluma	Sonoma	0.081%		**0.0667507%**

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City	Rohnert Park	Sonoma	0.041%		**0.0340759%**
City	Santa Rosa	Sonoma	0.184%		**0.1519070%**
City	Sonoma	Sonoma	0.022%		**0.0183438%**
City	Windsor	Sonoma	0.016%		**0.0129298%**
County	***Stanislaus County***	Stanislaus	1.722%		**1.4182273%**
City	Ceres	Stanislaus	0.041%		**0.0340260%**
City	Modesto	Stanislaus	0.217%		**0.1788759%**
City	Newman	Stanislaus	0.006%		**0.0046964%**
City	Oakdale	Stanislaus	0.018%		**0.0145531%**
City	Patterson	Stanislaus	0.015%		**0.0126590%**
City	Riverbank	Stanislaus	0.010%		**0.0085699%**
City	Turlock	Stanislaus	0.065%		**0.0531966%**
County	***Sutter County***	Sutter	0.306%	0.374%	**0.3179548%**
City	Yuba City	Sutter	0.074%		**0.0606242%**
County	***Tehama County***	Tehama	0.213%	0.261%	**0.2216654%**
City	Red Bluff	Tehama	0.014%		**0.0117771%**
County	***Trinity County***	Trinity	0.082%	0.101%	**0.0855476%**
County	***Tulare County***	Tulare	0.809%	0.990%	**0.8410949%**
City	Dinuba	Tulare	0.014%		**0.0116929%**
City	Exeter	Tulare	0.004%		**0.0032479%**
City	Farmersville	Tulare	0.003%		**0.0027879%**
City	Lindsay	Tulare	0.007%		**0.0057111%**
City	Porterville	Tulare	0.021%		**0.0171845%**
City	Tulare	Tulare	0.037%		**0.0302273%**
City	Visalia	Tulare	0.066%		**0.0545872%**
County	***Tuolumne County***	Tuolumne	0.486%	0.594%	**0.5047621%**
County	***Ventura County***	Ventura	2.192%	2.681%	**2.2781201%**
City	Camarillo	Ventura	0.002%		**0.0012815%**
City	Fillmore	Ventura	0.002%		**0.0020294%**
City	Moorpark	Ventura	0.008%		**0.0067337%**

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City	Oxnard	Ventura	0.156%	0.190%	**0.1617338%**
City	Port Hueneme	Ventura	0.021%		**0.0174145%**
City	San Buenaventura (Ventura)	Ventura	0.085%		**0.0702181%**
City	Santa Paula	Ventura	0.014%		**0.0119072%**
City	Simi Valley	Ventura	0.065%		**0.0533043%**
City	Thousand Oaks	Ventura	0.022%		**0.0179902%**
County	***Yolo County***	Yolo	0.357%	0.437%	**0.3713319%**
City	Davis	Yolo	0.055%		**0.0451747%**
City	West Sacramento	Yolo	0.066%		**0.0544321%**
City	Woodland	Yolo	0.058%		**0.0477904%**
County	***Yuba County***	Yuba	0.214%	0.262%	**0.2225679%**
City	Marysville	Yuba	0.014%		**0.0112079%**

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APPENDIX 2

Cost Reimbursement Procedure

1. Additional defined terms:

a) *Costs* means the reasonable amounts paid for the attorney and other City Attorney and County Counsel staff time for individuals employed by a Plaintiff Subdivision at the contractual rate, inclusive of benefits and overhead, together with amounts paid for court reporters, experts, copying, electronic research, travel, vendors, and the like, which were not previously reimbursed and which were paid or incurred (i) prior to December 31, 2022 in litigation against any Opioid Defendant and/or (ii) in negotiating and drafting any CA Allocation Agreement(s) concerning a settlement with any Opioid Defendant(s). *Costs* does not include attorneys' fees, costs, or expenses incurred by private contingency fee counsel. No part of the CA Abatement Accounts Fund will be used to reimburse Costs.

b) *First Claims Date* means October 1, 2023 or when all applications for reimbursement of Costs, in whole or in part, from funds available under Section XIV and Exhibit R of the Teva Settlement Agreement, Section XIII and Exhibit R of the Allergan Settlement Agreement, Section X and Exhibit R of the Distributor Settlement Agreement, Section XI and Exhibit R of the Janssen Settlement Agreement, Section X and Exhibit R of the CVS Settlement Agreement, Section IX and Exhibit R of the Walgreens Settlement Agreement, or Section IX and Exhibit R of the Walmart Settlement Agreement, have been finally determined under the provisions of those agreements, whichever comes first.

c) *Special Master* means a retired judicial officer or former public lawyer, not presently employed or retained by a Plaintiff Subdivision, who will aggregate, review, and determine the reasonable Costs to be awarded to each Plaintiff Subdivision that submits a claim for reimbursement of Costs. The Special Master will be selected by a majority vote of the votes cast by Plaintiff Subdivisions, with each such subdivision having one vote.

d) *Plaintiff Subdivision Committee* means the committee of Plaintiff Subdivisions that will review and approve the invoices submitted by the Special Master reflecting his or her reasonable time and expenses.

2. Cost Reimbursement to Plaintiff Subdivision

a) Purpose. Substantial resources have been expended to hold Opioid Defendants accountable for creating and profiting from the opioid crisis, and this effort has been a significant catalyst in creating National Opioid Settlements with various manufacturers, distributors, and chain pharmacies.

b) Claims Procedure.

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i. If a Plaintiff Subdivision is eligible to seek reimbursement of Costs, in whole or in part, from funds available under Section XIV and Exhibit R of the Teva Settlement Agreement, Section XIII and Exhibit R of the Allergan Settlement Agreement, Section X and Exhibit R of the CVS Settlement Agreement, Section IX and Exhibit R of the Walgreens Settlement Agreement, Section IX and Exhibit R of the Walmart Settlement Agreement, Section X or Exhibit R of the Distributor Settlement Agreement, or Section XI or Exhibit R of the Janssen Settlement Agreement, it must first make a timely application for reimbursement from such funds. To allow sufficient time for determination of those applications, no claim for Costs to the CA Subdivision Fund under this Agreement may be made before the First Claims Date.

ii. A Plaintiff Subdivision that wishes to be reimbursed from the CA Subdivision Fund must submit a claim to the Special Master no later than forty-five (45) days after the First Claims Date. The Special Master will then compile and redistribute the aggregated claim totals for each Plaintiff Subdivision via email to representatives of all the Plaintiff Subdivisions. A claim for attorney and staff time must list, for each attorney or staff member included in the claim, the following information: name, title, total hours claimed, hourly rate (including, if sought, benefits and share of overhead), and narrative summarizing the general nature of the work performed by the attorney or staff member. For reimbursement of "hard" costs, the subdivision may aggregate across a category (e.g., total for travel costs). It is the intention of the Plaintiff Subdivisions that submission of documents related to reimbursement of Costs does not waive any attorney-client privilege or exemptions to the California Public Records Act.

iii. The Special Master may request, at his or her sole option, additional documents or details to assist in the final award of Costs.

iv. The Special Master will review claims for reasonableness and will notify each Plaintiff Subdivision of the final determination of its claim, and will provide a list of all final awards to all Plaintiff Subdivisions by email or, upon request, via First Class U.S. Mail. Any Plaintiff Subdivision may ask the Special Master to reconsider any final award within twenty-one (21) days. The Special Master will make a final determination on any such reconsideration request within thirty (30) days of receipt.

v. Any decision of the Special Master is final and binding, and will be considered under the California Arbitration Act, Code of Civil Procedure section 1280 et seq. as a final arbitration award. Nothing in this agreement is intended to expand the scope of judicial review of the final award for errors of fact or law, and the Parties agree that they may only seek to vacate the award if clear and convincing evidence demonstrates one of the factors set forth in Code of Civil Procedure, section 1286.2, subdivision (a). Plaintiff Subdivisions will have fourteen (14) days after all final awards are made, together with any final determination of a request for reconsideration, to seek review in the Superior Court of California, pursuant to Code of Civil Procedure, section 1285, where the State has filed its Consent Judgment.

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vi. The Special Master will prepare a report of Costs that includes his or her fees and expenses at least ninety (90) days before the Payment Date for each Annual Payment. The Special Master's preparation of a report of Costs does not discharge a Plaintiff Subdivision's reporting requirement under Section VIII.C of the Allergan Settlement Agreement.

vii. A member of the Plaintiff Subdivision Committee, which is a CA Participating Subdivision, will submit to the Settlement Fund Administrator and Allergan a report of the fees and expenses incurred by the Special Master pursuant to Section VIII.C of the Allergan Settlement Agreement.

c) Claims Priority and Limitation.

i. The Special Master will submit invoices for compensation of reasonable fees and expenses to the Plaintiff Subdivision Committee no later than ninety (90) days prior to the Payment Date for each Annual Payment. The Plaintiff Subdivision Committee will promptly review and, if reasonable, approve the Special Master's invoice for compensation. The Plaintiff Subdivision Committee will submit approved invoices to the Settlement Fund Administrator for payment. The Special Master's approved invoices have priority and will be paid first from the CA Subdivision Fund before any award of Costs, subject to the limitation in Section 2.c.v below.

ii. Final Awards of Costs that do not exceed seventy-five thousand dollars ($75,000.00) will be paid next in priority after the Special Master's approved invoices.

iii. Final Awards of Costs in excess of seventy-five thousand dollars ($75,000.00) will be paid proportionally from the funds remaining in that year's Annual Payment.

iv. Any claim for Costs that is not paid in full will be allocated against the next year's distribution from the CA Subdivision Fund, until all approved claims for Costs are paid in full.

v. In no event will more than 50% of the total CA Subdivision Fund received in any year be used to pay Costs or the Special Master's approved invoices.

vi. In no event shall more than $28 million of the total CA Subdivision Funds paid pursuant to the Teva Settlement Agreement, Allergan Settlement Agreement, Distributor Settlement Agreement, CVS Settlement Agreement, Janssen Settlement Agreement, Walgreens Settlement Agreement, and the Walmart Settlement Agreement be used to pay Costs.

d) Collateral Source Payments and Third-Party Settlement.

i. In the event a Plaintiff Subdivision is awarded compensation, in whole or in part, by any source of funds created as a result of litigation against an Opioid Defendant for its reasonable Costs, it will reduce its claim for Costs from the CA Subdivision Fund by that amount. If a Plaintiff Subdivision has already received a final award of Costs from the CA Subdivision Fund, it will repay the fund up to the prior awarc

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of Costs via a payment to the Settlement Fund Administrator or notify the Settlement Fund Administrator that its allocation from the next and subsequent Annual Payments should be reduced accordingly. If the Plaintiff Subdivision is repaying any prior award of Costs, that repayment will occur as soon as is feasible after the Plaintiff Subdivision's receipt of Cost funds from the collateral source, but no more than 90 days after its receipt from the collateral source. The Settlement Fund Administrator will add any repaid Costs to the CA Subdivision Fund. Any Plaintiff Subdivision that has submitted for reimbursement to any national fund and has not received a final determination by the First Claims Date may request that the settlement administrator withhold some or all of its payment from the CA Subdivision Fund in order to avoid repayment.

ii. In the event a Plaintiff Subdivision reaches a monetary settlement or compromise against any Opioid Defendant outside of the National Opioid Settlement, the monetary portion of such settlement, net of fees paid to outside contingency fee counsel and of funds earmarked strictly for abatement, will be credited against its Costs and the subdivision will be ineligible to recover those credited Costs from the CA Subdivision Fund. Plaintiff Subdivisions negotiating monetary settlements or compromises against any Opioid Defendant outside of the National Opioid Settlement will negotiate for funds to repay any Costs it previously received from the CA Subdivision Fund or for Costs it otherwise might be eligible to claim from the CA Subdivision Fund. If such a settlement is paid after all final approved claims for Costs by all Plaintiff Subdivisions are satisfied in full, the settling subdivision will reimburse the CA Subdivision Fund in that amount by making payment to the Settlement Fund Administrator to add to the CA Subdivision Fund in a manner consistent with the repayments described in section 2.d.i above.

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APPENDIX 3

CALIFORNIA-SUBDIVISION BACKSTOP AGREEMENT

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

In light of the Order, and at the request of [SUBDIVISION], the [SUBDIVISION], its counsel [COUNSEL], and the California Attorney General, on behalf of the State of California, are entering into this California-Subdivision Backstop Agreement (Backstop Agreement).

[SUBDIVISION] and [COUNSEL] intend this Backstop Agreement to constitute a State Back-Stop Agreement as that term is used in the Order and in Exhibit R (Agreement on Attorneys' Fees, Costs, and Expenses) of the Allergan Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Allergan Settlement Agreement and CA Allergan Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the Allergan Settlement CA Subdivision Fund to pay a contingent fee to [COUNSEL]. Any such payment from [SUBDIVISION] to [COUNSEL], together with any contingency fees that [COUNSEL] may receive from the national Attorney Fee Fund, will not exceed a total contingency fee of [PERCENTAGE NOT TO EXCEED 15%] of the total gross recovery of [SUBDIVISION] from the Allergan Settlement.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Allergan Settlement Agreement before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this backstop agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

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

[DATE]	[SUBDIVISION SIGNATURE BLOCK]
[DATE]	[COUNSEL SIGNATURE BLOCK]
[DATE]	[ATTORNEY GENERAL SIGNATURE BLOCK]

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Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Teva Settlement

1. Introduction

Pursuant to the Teva Settlement Agreement, dated as of November 22, 2022, and any revision thereto (the "Teva Settlement Agreement"), including Section VIII and Exhibit O, the State of California proposes this agreement (the "CA Teva Allocation Agreement") to govern the allocation, distribution, and use of Settlement Fund payments made to California pursuant to Sections VI, VII, and VIII of the Teva Settlement Agreement. For the avoidance of doubt, this agreement does not apply to payments made pursuant to Sections IX, XIII, or XIV of the Teva Settlement Agreement.

Pursuant to Exhibit O, Paragraph 4, of the Teva Settlement Agreement, acceptance of this CA Teva Allocation Agreement is a requirement to be an Initial Participating Subdivision.[1]

Further, pursuant to Sections X.B and X.C of the Teva Settlement Agreement and Sections IX.B and IX.C of the Allergan Settlement Agreement, eligible Subdivisions must participate in both the Teva Settlement Agreement and Allergan Settlement Agreement, or neither.

2. Definitions

a) *CA Participating Subdivision* means a Participating Subdivision that is also (a) a Plaintiff Subdivision and/or (b) a Subdivision with a population equal to or greater than 10,000. For the avoidance of doubt, eligible CA Participating Subdivisions are those California subdivisions listed in Exhibit C (excluding Litigating Special Districts) and/or Exhibit I to the Teva Settlement Agreement.

b) *Allergan Settlement Agreement* means the Allergan Settlement Agreement dated November 22, 2022, and any revision thereto.

c) *CVS Settlement Agreement* means the CVS Settlement Agreement dated December 9, 2022, and any revision thereto as well as any modification thereto entered into by the State of California and CVS.

d) *Distributor Settlement Agreement* means the Distributor Settlement Agreement dated July 21, 2021, and any revision thereto.

e) *Janssen Settlement Agreement* means the Janssen Settlement Agreement dated July 21, 2021, and any revision thereto.

f) *Walgreens Settlement Agreement* means the Walgreens Settlement Agreement dated December 9, 2022, and any revision thereto.

[1] A parallel but separate agreement (the "CA Allergan Allocation Agreement") will govern the allocation, distribution, and use of settlement fund payments under the Allergan Settlement Agreement.

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g) *Walmart Settlement Agreement* means the Walmart Settlement Agreement dated November 14, 2022, and any revision thereto.

h) *CA Litigating Special District* means a Litigating Special District located in California. CA Litigating Special Districts include Downey Unified School District, Elk Grove Unified School District, Kern High School District, Montezuma Fire Protection District (located in Stockton, California), Santa Barbara San Luis Obispo Regional Health Authority, Inland Empire Health Plan, Health Plan of San Joaquin, San Leandro Unified School District, Pleasant Valley School District Board, and LA Care Health Plan.

i) *Plaintiff Subdivision* means a Subdivision located in California, other than a CA Litigating Special District, that filed a lawsuit, on behalf of the Subdivision and/or through an official of the Subdivision on behalf of the People of the State of California, against one or more Opioid Defendants prior to October 1, 2020.

j) *Opioid Defendant* means any defendant (including but not limited to Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., Walgreen Co., Walmart Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc., AmerisourceBergen Corporation, and McKesson Corporation) named in a lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.

3. General Terms

This agreement is subject to the requirements of the Teva Settlement Agreement, as well as applicable law, and the Teva Settlement Agreement governs over any inconsistent provision of this CA Teva Allocation Agreement. Terms used in this CA Teva Allocation Agreement have the same meaning as in the Teva Settlement Agreement unless otherwise defined herein.

Pursuant to Section VIII(E)(1) of the Teva Settlement Agreement, (a) all Settlement Fund payments will be used for Opioid Remediation, except as allowed by Section VIII(C) of the Teva Settlement Agreement; and (b) at least seventy percent (70%) of Settlement Fund payment amounts will be used solely for future Opioid Remediation.

4. State Allocation

The Settlement Fund payments to California,[2] pursuant to the Teva Settlement Agreement, shall be allocated as follows: 15% to the State Fund; 70% to the Abatement Accounts Fund; and 15% to the Subdivision Fund. For the avoidance of doubt, all funds allocated to California from the

[2] For purposes of clarity, use of the term "California" refers to the geographic territory of California and the state and its local governments therein. The term "State" or "State of California" refers to the State of California as a governmental unit.

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Settlement Fund shall be combined pursuant to this CA Teva Allocation Agreement, and 15% of that total shall be allocated to the State of California (the "State of California Allocation"), 70% to the California Abatement Accounts Fund ("CA Abatement Accounts Fund"), and 15% to the California Subdivision Fund ("CA Subdivision Fund").

A. State of California Allocation

Fifteen percent of the total Settlement Fund payments will be allocated to the State and used by the State for future Opioid Remediation.

B. CA Abatement Accounts Fund

i. Allocation of CA Abatement Accounts Funds

a) Seventy percent of the total Settlement Fund payments will be allocated to the CA Abatement Accounts Fund. The funds in the CA Abatement Accounts Fund will be allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision. The percentage from the CA Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 in the column entitled abatement percentage (the "Local Allocation"). For the avoidance of doubt, CA Litigating Special Districts and California towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of CA Abatement Accounts Funds.

b) A CA Participating Subdivision that is a county, or a city and county, will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision, and will receive payments as provided in the Teva Settlement Agreement.

c) A CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is a CA Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county's share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of CA Abatement Accounts Funds) and reported on in accordance with Section 4.B.iii (CA Abatement Accounts Fund Oversight).

d) A city within a county that is a CA Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Fund Administrator at least 60 days prior to a Payment Date. For purposes of this CA Teva

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Allocation Agreement, the Cities of Los Angeles, Oakland, San Diego, San Jose and Eureka will be deemed to have elected direct payment if they become Participating Subdivisions.

e) The State will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision.

f) Funds received by a CA Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the Teva Settlement Agreement and this CA Teva Allocation Agreement shall be transferred to the State; provided however, that CA Participating Subdivisions have seven years to expend or encumber CA Abatement Accounts Funds designated to support capital outlay projects before they must be transferred to the State. This provision shall not apply to the Cost Reimbursement Funds, which shall be controlled by Appendix 2.

ii. Use of CA Abatement Accounts Funds

a) The CA Abatement Accounts Funds will be used for future Opioid Remediation in one or more of the areas described in the List of Opioid Remediation Uses, which is Exhibit E to the Teva Settlement Agreement.

b) In addition to this requirement, no less than 50% of the funds received by a CA Participating Subdivision from the Abatement Accounts Fund in each calendar year will be used for one or more of the following High Impact Abatement Activities:

(1) the provision of matching funds or operating costs for substance use disorder facilities within the Behavioral Health Continuum Infrastructure Program;

(2) creating new or expanded Substance Use Disorder ("SUD") treatment infrastructure;

(3) addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD;

(4) diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction; and/or

(5) interventions to prevent drug addiction in vulnerable youth.

c) The California Department of Health Care Services ("DHCS") may add to this list (but not delete from it) by designating additional High Impact Abatement Activities. DHCS will make reasonable efforts to consult with stakeholders, including the CA Participating Subdivisions, before adding additional High Impact Abatement Activities to this list.

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d) For the avoidance of doubt, and subject to the requirements of the Teva Settlement Agreement and applicable law, CA Participating Subdivisions may form agreements or ventures, or otherwise work in collaboration with, federal, state, local, tribal or private sector entities in pursuing Opioid Remediation activities funded from the CA Abatement Accounts Fund. Further, provided that all CA Abatement Accounts Funds are used for Opioid Remediation consistent with the Teva Settlement Agreement and this CA Teva Allocation Agreement, a county and any cities or towns within the county may agree to reallocate their respective shares of the CA Abatement Accounts Funds among themselves, provided that any direct distribution may only be to a CA Participating Subdivision and any CA Participating Subdivision must agree to their share being reallocated.

iii. CA Abatement Accounts Fund Oversight

a) Pursuant to Section 5 below, CA Participating Subdivisions receiving settlement funds must prepare and file reports annually regarding the use of those funds. DHCS may regularly review the reports prepared by CA Participating Subdivisions about the use of CA Abatement Accounts Funds for compliance with the Teva Settlement Agreement and this CA Teva Allocation Agreement.

b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the Teva Settlement Agreement or this CA Teva Allocation Agreement, whether through review of reports or information from any other sources, DHCS shall send a request to meet and confer with the CA Participating Subdivision. The parties shall meet and confer in an effort to resolve the concern.

c) If the parties are unable to reach a resolution, DHCS may conduct an audit of the Subdivision's use of the CA Abatement Accounts Funds within one year of the request to meet and confer, unless the parties mutually agree in writing to extend the meet and confer time frame.

d) If the concern still cannot be resolved, the State may bring a motion or action in the court where the State has filed its Consent Judgment to resolve the concern or otherwise enforce the requirements of the Teva Settlement Agreement or this CA Teva Allocation Agreement. However, in no case shall any audit be conducted, or motion be brought, as to a specific expenditure of funds, more than five years after the date on which the expenditure of the funds was reported to DHCS, in accordance with this agreement.

e) Notwithstanding the foregoing, this Agreement does not limit the statutory or constitutional authority of any state or local agency or official to conduct audits, 6 investigations, or other oversight activities, or to pursue administrative, civil, or criminal enforcement actions.

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C. CA Subdivision Fund

i. Fifteen percent of the total Settlement Fund payments will be allocated to the CA Subdivision Fund. All funds in the CA Subdivision Fund will be allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. The funds will be used, subject to any limits imposed by the Teva Settlement Agreement and this CA Teva Allocation Agreement, to fund future Opioid Remediation and reimburse past opioid-related expenses, which may include fees and expenses related to litigation, and to pay the reasonable fees and expenses of the Special Master as set forth in Appendix 2.

The CA Subdivision Funds will be allocated as follows:

a) First, funds in the CA Subdivision Fund shall be used to pay the Special Master's reasonable fees and expenses in accordance with the procedures and limitations set forth in Appendix 2 to this document;

b) Second, funds will be allocated to Plaintiff Subdivisions that are Initial Participating Subdivisions that have been awarded Costs, as defined by and in accordance with the procedures and limitations set forth in Appendix 2 to this document.

c) Funds remaining in the CA Subdivision Fund, which shall consist of no less than 50% of the total CA Subdivision Fund received in any year pursuant to Appendix 2, Section 2.c.v, will be distributed to Plaintiff Subdivisions that are Initial Participating Subdivisions, in relative proportion to the Local Allocation. These funds shall be used to fund future opioid-related projects and to reimburse past opioid-related expenses, which may include fees and expenses related to litigation against any Opioid Defendant.

D. Provision for State Back-Stop Agreement

On August 6, 2021, Judge Dan Polster of the U.S. District Court, Northern District of Ohio, Eastern Division, issued an order (ECF Docket Number 3814) ("MDL Fees Order") in the National Prescription Opiate Litigation (MDL No. 2804) "cap[ping] all applicable contingent fee agreements at 15%." Private counsel representing Plaintiff Subdivisions should seek its contingency fees and costs from the Attorney Fee Fund or Cost Funds under the Teva Settlement Agreement and Allergan Settlement Agreement, and, if applicable, the CVS Settlement Agreement, Distributor Settlement Agreement, Janssen Settlement Agreement, Walgreens Settlement Agreement, and Walmart Settlement Agreement.

A Plaintiff Subdivision may separately agree to use its share of the CA Subdivision Fund to pay for fees or costs incurred by its contingency-fee counsel ("State Back-Stop Agreement"), pursuant to Exhibit R, section I(X), of the Teva Settlement Agreement and the MDL Fees Order,

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so long as such contingency fees do not exceed a total contingency fee of 15% of the total gross recovery of the Plaintiff Subdivision pursuant to the Teva Settlement, inclusive of contingency fees from the national Attorney Fee Fund and this State Back-Stop Agreement. Before seeking fees or litigation costs and expenses from a State Back-Stop Agreement, private counsel representing Plaintiff Subdivisions must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the Teva Settlement Agreement. Further, private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.

To effectuate a State Back-Stop Agreement pursuant to this section, an agreement in the form of Appendix 3 may be entered into by a Plaintiff Subdivision, private counsel, and the California Office of the Attorney General. The California Office of the Attorney General shall, upon the request of a Plaintiff Subdivision, execute any agreement executed by a Plaintiff Subdivision and its private counsel if it is in the form of Appendix 3. The California Office of the Attorney General will also consider requests from Plaintiff Subdivisions to execute and enter into agreements presented in other forms.

For the avoidance of doubt, this agreement does not require a Plaintiff Subdivision to request or enter into a State Back-Stop Agreement, and no State Back-Stop Agreement shall impose any duty or obligation on the State of California or any of its agencies or officers, including without limitation the Attorney General.

5. State and Subdivision Reporting

a) DHCS will prepare an annual written report regarding the State's use of funds from the settlement until those funds are fully expended and for one year thereafter. These reports will be made publicly available on the DHCS web site.

b) Each CA Participating Subdivision that receives payments of funds from the settlement will prepare written reports at least annually regarding the use of those funds, until those funds are fully expended and for one year thereafter. These reports will also include a certification that all funds that the CA Participating Subdivision has received through the settlement have been used in compliance with the Teva Settlement Agreement and this CA Teva Allocation Agreement. The report will be in a form reasonably determined by DHCS. Prior to specifying the form of the report DHCS will confer with representatives of the Plaintiff Subdivisions.

c) The State and all CA Participating Subdivisions receiving CA Abatement Accounts Funds will track all deposits and expenditures. Each such subdivision is responsible solely for the CA Abatement Accounts Funds it receives. A county is not responsible for oversight, reporting, or monitoring of CA Abatement Accounts Funds received by a city within that county that receives direct payment. Unless otherwise exempt, Subdivisions' expenditures and uses of CA Abatement Accounts Funds and other Settlement Funds will be subject to the normal budgetary and expenditure process of the Subdivision.

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d) Each Plaintiff Subdivision receiving CA Subdivision Funds will track all deposits and expenditures, as required by the Teva Settlement Agreement and this CA Teva Allocation Agreement. Among other things, Plaintiff Subdivisions using monies from the CA Subdivision Fund for purposes that do not qualify as Opioid Remediation must identify and include in their annual report, the amount and how such funds were used, including if used to pay attorneys' fees, investigation costs, or litigation costs. Pursuant to Section VIII(C) of the Teva Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and Teva.

e) In each year in which DHCS prepares an annual report DHCS will also host a meeting to discuss the annual report and the Opioid Remediation activities being carried out by the State and Participating Subdivisions.

6. Miscellaneous

a) The State or any CA Participating Subdivision may bring a motion or action in the court where the State has filed its Consent Judgment to enforce the requirements of this CA Teva Allocation Agreement. Before filing such a motion or action the State will meet and confer with any CA Participating Subdivision that is the subject of the anticipated motion or action, and vice versa.

b) Except as provided in the Teva Settlement Agreement, this CA Teva Allocation Agreement is not enforceable by any party other than the State and the CA Participating Subdivisions. It does not confer any rights or remedies upon, and shall not be enforceable by, any third party.

c) Except as provided in the CA Teva Allocation Agreement, if any provision of this agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this agreement will be valid and enforceable to the fullest extent permitted by law.

a) Except as provided in the Teva Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.

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The undersigned, City of Aliso Viejo, ACKNOWLEDGES acceptance of this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Teva Settlement is a requirement to be an Initial Participating Subdivision in the Teva Settlement and ACCEPTS this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Teva Settlement. EXECUTED on .

Signature: _____

Name: _____

Title: _____

Date: _____

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DISCLAIMER: The allocation percentages herein are estimates only and should not be relied on for decisions regarding legal rights, releases, waivers, or other decisions affecting current or potential legal claims. Percentages shown in the Plaintiff Subdivision Percentage column may change pursuant to Section 4.C. of the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds—Teva Settlement, whereas the percentages shown in the Abatement Percentage column should not change. Participating Subdivisions, underlying calculations, and the calculated allocation percentages are subject to change. Regarding the column herein entitled "Abatement Percentage," pursuant to Section 4.B.e., the State of California will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision. Regarding the column herein entitled "Plaintiff Subdivision Percentage," payments allocated to a Plaintiff Subdivision, which is not an Initial Participating Subdivision, will be re-allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. Regarding the column herein entitled "Abatement Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Abatement Account Funds received, pursuant to Section 4.B. Regarding the column herein entitled "Plaintiff Subdivision Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Subdivision Funds received, pursuant to Section 4.C. Regarding the column herein entitled "Weighted Allocation Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the combined and weighted allocation of the Abatement Percentage and the Plaintiff Subdivision Percentage.



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APPENDIX 1

			100.000%	100.000%	100.000%
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
County	***Alameda County***	Alameda	2.332%	2.853%	**2.4237952%**
City	Alameda	Alameda	0.069%		**0.0570162%**
City	Albany	Alameda	0.013%		**0.0107768%**
City	Berkeley	Alameda	0.152%		**0.1249656%**
City	Dublin	Alameda	0.033%	0.040%	**0.0338810%**
City	Emeryville	Alameda	0.023%		**0.0185765%**
City	Fremont	Alameda	0.108%		**0.0888576%**
City	Hayward	Alameda	0.117%		**0.0966218%**
City	Livermore	Alameda	0.054%		**0.0446740%**
City	Newark	Alameda	0.026%		**0.0217626%**
City	Oakland	Alameda	0.486%	0.595%	**0.5055601%**
City	Piedmont	Alameda	0.014%		**0.0114064%**
City	Pleasanton	Alameda	0.067%		**0.0554547%**
City	San Leandro	Alameda	0.039%		**0.0321267%**
City	Union City	Alameda	0.043%		**0.0352484%**
County	***Amador County***	Amador	0.226%	0.277%	**0.2349885%**
County	***Butte County***	Butte	1.615%	1.975%	**1.6783178%**
City	Chico	Butte	0.216%	0.264%	**0.2246499%**
City	Oroville	Butte	0.079%		**0.0646595%**
County	***Calaveras County***	Calaveras	0.226%	0.277%	**0.2351644%**
County	***Colusa County***	Colusa	0.059%		**0.0489221%**
County	***Contra Costa County***	Contra Costa	2.102%	2.571%	**2.1844585%**
City	Antioch	Contra Costa	0.037%		**0.0301879%**
City	Brentwood	Contra Costa	0.026%		**0.0215339%**
City	Clayton	Contra Costa	0.002%		**0.0018060%**
City	Concord	Contra Costa	0.055%		**0.0456676%**
City	Danville	Contra Costa	0.010%		**0.0082255%**
City	El Cerrito	Contra Costa	0.023%		**0.0189024%**
City	Hercules	Contra Costa	0.010%		**0.0078273%**

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City	Lafayette	Contra Costa	0.006%		**0.0046030%**
City	Martinez	Contra Costa	0.012%		**0.0098593%**
City	Moraga	Contra Costa	0.004%		**0.0031007%**
City	Oakley	Contra Costa	0.010%		**0.0079416%**
City	Orinda	Contra Costa	0.005%		**0.0038157%**
City	Pinole	Contra Costa	0.013%		**0.0110909%**
City	Pittsburg	Contra Costa	0.053%		**0.0436369%**
City	Pleasant Hill	Contra Costa	0.013%		**0.0106309%**
City	Richmond	Contra Costa	0.146%		**0.1201444%**
City	San Pablo	Contra Costa	0.018%		**0.0148843%**
City	San Ramon	Contra Costa	0.021%		**0.0176459%**
City	Walnut Creek	Contra Costa	0.026%		**0.0212132%**
County	***Del Norte County***	Del Norte	0.114%	0.140%	**0.1189608%**
County	***El Dorado County***	El Dorado	0.768%	0.939%	**0.7980034%**
City	Placerville	El Dorado	0.015%		**0.0127642%**
City	South Lake Tahoe	El Dorado	0.081%		**0.0665456%**
County	***Fresno County***	Fresno	1.895%	2.318%	**1.9693410%**
City	Clovis	Fresno	0.065%		**0.0536211%**
City	Coalinga	Fresno	0.012%		**0.0098554%**
City	Fresno	Fresno	0.397%		**0.3270605%**
City	Kerman	Fresno	0.005%		**0.0042534%**
City	Kingsburg	Fresno	0.008%		**0.0066167%**
City	Mendota	Fresno	0.002%		**0.0019387%**
City	Orange Cove	Fresno	0.004%		**0.0035607%**
City	Parlier	Fresno	0.008%		**0.0069755%**
City	Reedley	Fresno	0.012%		**0.0098804%**
City	Sanger	Fresno	0.018%		**0.0146135%**
City	Selma	Fresno	0.015%		**0.0127537%**
County	***Glenn County***	Glenn	0.107%	0.131%	**0.1116978%**
County	***Humboldt County***	Humboldt	1.030%	1.260%	**1.0703185%**

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City	Arcata	Humboldt	0.054%		**0.0447660%**
City	Eureka	Humboldt	0.117%	0.143%	**0.1216284%**
City	Fortuna	Humboldt	0.032%		**0.0266837%**
County	***Imperial County***	Imperial	0.258%	0.315%	**0.2679006%**
City	Brawley	Imperial	0.011%		**0.0087986%**
City	Calexico	Imperial	0.019%		**0.0152799%**
City	El Centro	Imperial	0.158%		**0.1302522%**
City	Imperial	Imperial	0.006%		**0.0048791%**
County	***Inyo County***	Inyo	0.073%	0.089%	**0.0754413%**
County	***Kern County***	Kern	2.517%	3.079%	**2.6159145%**
City	Arvin	Kern	0.006%		**0.0046425%**
City	Bakersfield	Kern	0.212%		**0.1747198%**
City	California City	Kern	0.009%		**0.0070820%**
City	Delano	Kern	0.030%		**0.0249316%**
City	McFarland	Kern	0.003%		**0.0025644%**
City	Ridgecrest	Kern	0.015%		**0.0120938%**
City	Shafter	Kern	0.013%		**0.0103417%**
City	Tehachapi	Kern	0.009%		**0.0073580%**
City	Wasco	Kern	0.008%		**0.0069861%**
County	***Kings County***	Kings	0.293%		**0.2413469%**
City	Avenal	Kings	0.007%		**0.0056335%**
City	Corcoran	Kings	0.013%		**0.0107032%**
City	Hanford	Kings	0.027%		**0.0226038%**
City	Lemoore	Kings	0.016%		**0.0131900%**
County	***Lake County***	Lake	0.795%		**0.6545389%**
City	Clearlake	Lake	0.041%	0.050%	**0.0426253%**
City	Lakeport	Lake	0.021%	0.026%	**0.0222964%**
County	***Lassen County***	Lassen	0.319%	0.391%	**0.3320610%**
City	Susanville	Lassen	0.027%		**0.0219295%**
County	***Los Angeles County***	Los Angeles	13.896%	16.999%	**14.4437559%**

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City	Agoura Hills	Los Angeles	0.005%		**0.0040024%**
City	Alhambra	Los Angeles	0.042%		**0.0343309%**
City	Arcadia	Los Angeles	0.033%		**0.0267718%**
City	Artesia	Los Angeles	0.001%		**0.0005100%**
City	Azusa	Los Angeles	0.026%		**0.0210857%**
City	Baldwin Park	Los Angeles	0.027%		**0.0218520%**
City	Bell	Los Angeles	0.008%		**0.0068783%**
City	Bellflower	Los Angeles	0.002%		**0.0014485%**
City	Bell Gardens	Los Angeles	0.014%		**0.0114301%**
City	Beverly Hills	Los Angeles	0.065%		**0.0534897%**
City	Burbank	Los Angeles	0.100%		**0.0823132%**
City	Calabasas	Los Angeles	0.006%		**0.0048948%**
City	Carson	Los Angeles	0.019%		**0.0159805%**
City	Cerritos	Los Angeles	0.005%		**0.0039682%**
City	Claremont	Los Angeles	0.010%		**0.0082584%**
City	Commerce	Los Angeles	0.000%		**0.0002971%**
City	Compton	Los Angeles	0.044%		**0.0361882%**
City	Covina	Los Angeles	0.028%		**0.0229127%**
City	Cudahy	Los Angeles	0.001%		**0.0006020%**
City	Culver City	Los Angeles	0.055%		**0.0449894%**
City	Diamond Bar	Los Angeles	0.001%		**0.0006993%**
City	Downey	Los Angeles	0.052%		**0.0429994%**
City	Duarte	Los Angeles	0.003%		**0.0027261%**
City	El Monte	Los Angeles	0.031%	0.038%	**0.0318985%**
City	El Segundo	Los Angeles	0.033%		**0.0268020%**
City	Gardena	Los Angeles	0.034%		**0.0278088%**
City	Glendale	Los Angeles	0.166%		**0.1366586%**
City	Glendora	Los Angeles	0.016%		**0.0134411%**
City	Hawaiian Gardens	Los Angeles	0.005%		**0.0040549%**
City	Hawthorne	Los Angeles	0.050%		**0.0407833%**

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City	Hermosa Beach	Los Angeles	0.018%		**0.0145307%**
City	Huntington Park	Los Angeles	0.023%		**0.0190667%**
City	Inglewood	Los Angeles	0.059%		**0.0489195%**
City	La Cañada Flintridge	Los Angeles	0.003%		**0.0025565%**
City	Lakewood	Los Angeles	0.005%		**0.0039971%**
City	La Mirada	Los Angeles	0.010%		**0.0081572%**
City	Lancaster	Los Angeles	0.045%		**0.0369689%**
City	La Puente	Los Angeles	0.002%		**0.0012999%**
City	La Verne	Los Angeles	0.024%		**0.0194190%**
City	Lawndale	Los Angeles	0.002%		**0.0017731%**
City	Lomita	Los Angeles	0.004%		**0.0031940%**
City	Long Beach	Los Angeles	0.439%		**0.3614151%**
City	Los Angeles	Los Angeles	2.715%	3.321%	**2.8218811%**
City	Lynwood	Los Angeles	0.016%		**0.0134345%**
City	Malibu	Los Angeles	0.002%		**0.0019269%**
City	Manhattan Beach	Los Angeles	0.032%		**0.0260686%**
City	Maywood	Los Angeles	0.004%		**0.0035528%**
City	Monrovia	Los Angeles	0.031%		**0.0254455%**
City	Montebello	Los Angeles	0.030%		**0.0250670%**
City	Monterey Park	Los Angeles	0.031%		**0.0256677%**
City	Norwalk	Los Angeles	0.031%		**0.0258228%**
City	Palmdale	Los Angeles	0.046%		**0.0375827%**
City	Palos Verdes Estates	Los Angeles	0.006%		**0.0053102%**
City	Paramount	Los Angeles	0.011%		**0.0091483%**
City	Pasadena	Los Angeles	0.146%		**0.1200524%**
City	Pico Rivera	Los Angeles	0.022%		**0.0183333%**
City	Pomona	Los Angeles	0.111%		**0.0911933%**
City	Rancho Palos Verdes	Los Angeles	0.002%		**0.0012645%**
City	Redondo Beach	Los Angeles	0.062%		**0.0506992%**
City	Rosemead	Los Angeles	0.003%		**0.0028260%**

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City	San Dimas	Los Angeles	0.003%		**0.0022016%**
City	San Fernando	Los Angeles	0.013%		**0.0104837%**
City	San Gabriel	Los Angeles	0.018%		**0.0147726%**
City	San Marino	Los Angeles	0.009%		**0.0073791%**
City	Santa Clarita	Los Angeles	0.022%		**0.0178167%**
City	Santa Fe Springs	Los Angeles	0.031%		**0.0257531%**
City	Santa Monica	Los Angeles	0.158%		**0.1298513%**
City	Sierra Madre	Los Angeles	0.006%		**0.0048646%**
City	Signal Hill	Los Angeles	0.010%		**0.0084884%**
City	South El Monte	Los Angeles	0.005%		**0.0039603%**
City	South Gate	Los Angeles	0.020%		**0.0166272%**
City	South Pasadena	Los Angeles	0.012%		**0.0095334%**
City	Temple City	Los Angeles	0.005%		**0.0039498%**
City	Torrance	Los Angeles	0.112%		**0.0919820%**
City	Walnut	Los Angeles	0.006%		**0.0047305%**
City	West Covina	Los Angeles	0.049%		**0.0404521%**
City	West Hollywood	Los Angeles	0.013%		**0.0108517%**
City	Whittier	Los Angeles	0.032%		**0.0260581%**
County	***Madera County***	Madera	0.349%	0.427%	**0.3630669%**
City	Chowchilla	Madera	0.012%		**0.0097332%**
City	Madera	Madera	0.039%		**0.0318441%**
County	***Marin County***	Marin	0.564%	0.690%	**0.5861325%**
City	Larkspur	Marin	0.015%		**0.0124697%**
City	Mill Valley	Marin	0.020%		**0.0168401%**
City	Novato	Marin	0.028%		**0.0229824%**
City	San Anselmo	Marin	0.009%		**0.0078062%**
City	San Rafael	Marin	0.089%		**0.0729823%**
County	***Mariposa County***	Mariposa	0.084%	0.103%	**0.0876131%**
County	***Mendocino County***	Mendocino	0.439%	0.536%	**0.4558394%**
City	Ukiah	Mendocino	0.039%		**0.0317153%**

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County	***Merced County***	Merced	0.551%	0.674%	**0.5724262%**
City	Atwater	Merced	0.024%		**0.0195846%**
City	Livingston	Merced	0.006%		**0.0045873%**
City	Los Banos	Merced	0.020%		**0.0165142%**
City	Merced	Merced	0.061%		**0.0500762%**
County	***Modoc County***	Modoc	0.065%	0.080%	**0.0678250%**
County	***Mono County***	Mono	0.023%	0.029%	**0.0242606%**
County	***Monterey County***	Monterey	0.908%	1.111%	**0.9437083%**
City	Greenfield	Monterey	0.006%		**0.0050552%**
City	King City	Monterey	0.005%		**0.0037355%**
City	Marina	Monterey	0.017%		**0.0144098%**
City	Monterey	Monterey	0.041%		**0.0336540%**
City	Pacific Grove	Monterey	0.009%		**0.0074842%**
City	Salinas	Monterey	0.094%		**0.0776576%**
City	Seaside	Monterey	0.023%		**0.0191772%**
City	Soledad	Monterey	0.007%		**0.0060870%**
County	***Napa County***	Napa	0.288%	0.352%	**0.2994325%**
City	American Canyon	Napa	0.017%		**0.0136869%**
City	Napa	Napa	0.078%		**0.0642783%**
County	***Nevada County***	Nevada	0.441%	0.539%	**0.4579827%**
City	Grass Valley	Nevada	0.024%		**0.0197805%**
City	Truckee	Nevada	0.003%		**0.0023843%**
County	***Orange County***	Orange	4.364%	5.339%	**4.5363576%**
City	Aliso Viejo	Orange	0.014%		**0.0113841%**
City	Anaheim	Orange	0.554%	0.678%	**0.5759282%**
City	Brea	Orange	0.086%		**0.0708897%**
City	Buena Park	Orange	0.087%		**0.0714352%**
City	Costa Mesa	Orange	0.124%	0.152%	**0.1288366%**
City	Cypress	Orange	0.033%		**0.0271937%**
City	Dana Point	Orange	0.001%		**0.0005560%**

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City	Fountain Valley	Orange	0.055%		**0.0455980%**
City	Fullerton	Orange	0.137%	0.168%	**0.1425744%**
City	Garden Grove	Orange	0.213%		**0.1752482%**
City	Huntington Beach	Orange	0.247%	0.302%	**0.2568420%**
City	Irvine	Orange	0.139%	0.170%	**0.1442350%**
City	Laguna Beach	Orange	0.047%	0.058%	**0.0493043%**
City	Laguna Hills	Orange	0.014%		**0.0115457%**
City	Laguna Niguel	Orange	0.001%		**0.0007071%**
City	Laguna Woods	Orange	0.001%		**0.0006546%**
City	La Habra	Orange	0.060%	0.073%	**0.0621049%**
City	Lake Forest	Orange	0.012%		**0.0101249%**
City	La Palma	Orange	0.012%		**0.0095439%**
City	Los Alamitos	Orange	0.008%		**0.0069190%**
City	Mission Viejo	Orange	0.014%		**0.0117560%**
City	Newport Beach	Orange	0.179%		**0.1470134%**
City	Orange	Orange	0.150%		**0.1231320%**
City	Placentia	Orange	0.029%	0.035%	**0.0298912%**
City	Rancho Santa Margarita	Orange	0.001%		**0.0006296%**
City	San Clemente	Orange	0.008%	0.010%	**0.0086083%**
City	San Juan Capistrano	Orange	0.008%		**0.0065510%**
City	Santa Ana	Orange	0.502%	0.614%	**0.5213866%**
City	Seal Beach	Orange	0.020%		**0.0165891%**
City	Stanton	Orange	0.035%		**0.0291955%**
City	Tustin	Orange	0.073%		**0.0600341%**
City	Westminster	Orange	0.104%	0.127%	**0.1082721%**
City	Yorba Linda	Orange	0.044%		**0.0362223%**
County	***Placer County***	Placer	1.045%	1.278%	**1.0861002%**
City	Auburn	Placer	0.017%		**0.0141114%**
City	Lincoln	Placer	0.031%		**0.0255599%**
City	Rocklin	Placer	0.076%		**0.0625485%**

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City	Roseville	Placer	0.196%		**0.1616559%**
County	***Plumas County***	Plumas	0.205%	0.251%	**0.2128729%**
County	***Riverside County***	Riverside	4.534%	5.547%	**4.7128296%**
City	Banning	Riverside	0.017%		**0.0143848%**
City	Beaumont	Riverside	0.021%		**0.0171135%**
City	Blythe	Riverside	0.012%		**0.0096714%**
City	Canyon Lake	Riverside	0.000%		**0.0001761%**
City	Cathedral City	Riverside	0.067%		**0.0553614%**
City	Coachella	Riverside	0.021%		**0.0173054%**
City	Corona	Riverside	0.147%		**0.1207083%**
City	Desert Hot Springs	Riverside	0.024%		**0.0200433%**
City	Eastvale	Riverside	0.000%		**0.0002747%**
City	Hemet	Riverside	0.051%		**0.0421792%**
City	Indio	Riverside	0.056%		**0.0457794%**
City	Jurupa Valley	Riverside	0.001%		**0.0008991%**
City	Lake Elsinore	Riverside	0.021%		**0.0172949%**
City	La Quinta	Riverside	0.063%		**0.0516732%**
City	Menifee	Riverside	0.032%		**0.0260909%**
City	Moreno Valley	Riverside	0.137%		**0.1130348%**
City	Murrieta	Riverside	0.048%	0.059%	**0.0497423%**
City	Norco	Riverside	0.016%		**0.0134542%**
City	Palm Desert	Riverside	0.083%		**0.0682465%**
City	Palm Springs	Riverside	0.076%		**0.0629862%**
City	Perris	Riverside	0.009%		**0.0076774%**
City	Rancho Mirage	Riverside	0.052%		**0.0431098%**
City	Riverside	Riverside	0.268%		**0.2206279%**
City	San Jacinto	Riverside	0.010%		**0.0085936%**
City	Temecula	Riverside	0.022%		**0.0180086%**
City	Wildomar	Riverside	0.008%		**0.0062500%**
County	***Sacramento County***	Sacramento	3.797%	4.645%	**3.9465887%**

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City	Citrus Heights	Sacramento	0.057%		**0.0465312%**
City	Elk Grove	Sacramento	0.130%		**0.1066994%**
City	Folsom	Sacramento	0.108%		**0.0890850%**
City	Galt	Sacramento	0.017%		**0.0143704%**
City	Rancho Cordova	Sacramento	0.008%		**0.0067679%**
City	Sacramento	Sacramento	0.721%	0.882%	**0.7496530%**
County	***San Benito County***	San Benito	0.106%	0.130%	**0.1101417%**
City	Hollister	San Benito	0.027%		**0.0225355%**
County	***San Bernardino County***	San Bernardino	3.259%	3.987%	**3.3878124%**
City	Adelanto	San Bernardino	0.008%		**0.0066640%**
City	Apple Valley	San Bernardino	0.025%		**0.0207360%**
City	Barstow	San Bernardino	0.015%		**0.0122056%**
City	Chino	San Bernardino	0.064%		**0.0525893%**
City	Chino Hills	San Bernardino	0.001%		**0.0006388%**
City	Colton	San Bernardino	0.031%		**0.0253443%**
City	Fontana	San Bernardino	0.112%		**0.0920543%**
City	Grand Terrace	San Bernardino	0.006%		**0.0051051%**
City	Hesperia	San Bernardino	0.035%		**0.0291522%**
City	Highland	San Bernardino	0.004%		**0.0029061%**
City	Loma Linda	San Bernardino	0.009%		**0.0071188%**
City	Montclair	San Bernardino	0.039%		**0.0322108%**
City	Ontario	San Bernardino	0.179%		**0.1472934%**
City	Rancho Cucamonga	San Bernardino	0.084%		**0.0689431%**
City	Redlands	San Bernardino	0.057%		**0.0469150%**
City	Rialto	San Bernardino	0.073%		**0.0603206%**
City	San Bernardino	San Bernardino	0.178%		**0.1461880%**
City	Twentynine Palms	San Bernardino	0.002%		**0.0012605%**
City	Upland	San Bernardino	0.052%		**0.0424460%**
City	Victorville	San Bernardino	0.033%		**0.0269400%**
City	Yucaipa	San Bernardino	0.016%		**0.0128772%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Yucca Valley	San Bernardino	0.003%		**0.0021228%**
County	***San Diego County***	San Diego	5.706%	6.980%	**5.9309748%**
City	Carlsbad	San Diego	0.128%		**0.1050485%**
City	Chula Vista	San Diego	0.189%	0.231%	**0.1961456%**
City	Coronado	San Diego	0.044%		**0.0359095%**
City	El Cajon	San Diego	0.113%		**0.0933582%**
City	Encinitas	San Diego	0.061%	0.074%	**0.0630289%**
City	Escondido	San Diego	0.145%		**0.1192204%**
City	Imperial Beach	San Diego	0.014%		**0.0118283%**
City	La Mesa	San Diego	0.055%	0.068%	**0.0575593%**
City	Lemon Grove	San Diego	0.022%		**0.0183911%**
City	National City	San Diego	0.080%		**0.0656808%**
City	Oceanside	San Diego	0.213%		**0.1753428%**
City	Poway	San Diego	0.062%		**0.0511040%**
City	San Diego	San Diego	1.975%	2.416%	**2.0531169%**
City	San Marcos	San Diego	0.089%		**0.0733897%**
City	Santee	San Diego	0.033%		**0.0268401%**
City	Solana Beach	San Diego	0.017%		**0.0138564%**
City	Vista	San Diego	0.052%		**0.0425144%**
Consolidated	***San Francisco***	San Francisco	3.026%	3.702%	**3.1457169%**
County	***San Joaquin County***	San Joaquin	1.680%	2.055%	**1.7460399%**
City	Lathrop	San Joaquin	0.009%		**0.0075394%**
City	Lodi	San Joaquin	0.053%		**0.0439484%**
City	Manteca	San Joaquin	0.054%		**0.0443454%**
City	Ripon	San Joaquin	0.013%		**0.0104219%**
City	Stockton	San Joaquin	0.313%	0.383%	**0.3256176%**
City	Tracy	San Joaquin	0.084%		**0.0692047%**
County	***San Luis Obispo County***	San Luis Obispo	0.816%	0.999%	**0.8484126%**
City	Arroyo Grande	San Luis Obispo	0.024%		**0.0199053%**
City	Atascadero	San Luis Obispo	0.029%		**0.0240680%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	El Paso de Robles (Paso Robles)	San Luis Obispo	0.043%		**0.0353456%**
City	Grover Beach	San Luis Obispo	0.017%		**0.0137881%**
City	Morro Bay	San Luis Obispo	0.020%		**0.0160922%**
City	San Luis Obispo	San Luis Obispo	0.077%		**0.0637841%**
County	***San Mateo County***	San Mateo	1.074%	1.313%	**1.1159599%**
City	Belmont	San Mateo	0.021%		**0.0169860%**
City	Burlingame	San Mateo	0.019%		**0.0152537%**
City	Daly City	San Mateo	0.044%		**0.0363880%**
City	East Palo Alto	San Mateo	0.013%		**0.0103982%**
City	Foster City	San Mateo	0.020%		**0.0166101%**
City	Half Moon Bay	San Mateo	0.004%		**0.0031638%**
City	Hillsborough	San Mateo	0.013%		**0.0110029%**
City	Menlo Park	San Mateo	0.015%		**0.0126209%**
City	Millbrae	San Mateo	0.013%		**0.0105836%**
City	Pacifica	San Mateo	0.016%		**0.0130625%**
City	Redwood City	San Mateo	0.056%		**0.0463511%**
City	San Bruno	San Mateo	0.021%		**0.0172161%**
City	San Carlos	San Mateo	0.013%		**0.0108885%**
City	San Mateo	San Mateo	0.052%		**0.0425841%**
City	South San Francisco	San Mateo	0.043%		**0.0353943%**
County	***Santa Barbara County***	Santa Barbara	1.132%	1.385%	**1.1768968%**
City	Carpinteria	Santa Barbara	0.001%		**0.0008938%**
City	Goleta	Santa Barbara	0.004%		**0.0028969%**
City	Lompoc	Santa Barbara	0.047%		**0.0389379%**
City	Santa Barbara	Santa Barbara	0.122%		**0.1004559%**
City	Santa Maria	Santa Barbara	0.058%		**0.0479179%**
County	***Santa Clara County***	Santa Clara	2.404%	2.941%	**2.4987553%**
City	Campbell	Santa Clara	0.014%		**0.0112566%**
City	Cupertino	Santa Clara	0.008%		**0.0066824%**
City	Gilroy	Santa Clara	0.025%		**0.0202891%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Los Altos	Santa Clara	0.013%		**0.0103338%**
City	Los Gatos	Santa Clara	0.013%		**0.0103220%**
City	Milpitas	Santa Clara	0.036%		**0.0298120%**
City	Morgan Hill	Santa Clara	0.015%		**0.0124619%**
City	Mountain View	Santa Clara	0.041%		**0.0334608%**
City	Palo Alto	Santa Clara	0.039%		**0.0323080%**
City	San Jose	Santa Clara	0.294%	0.360%	**0.3054960%**
City	Santa Clara	Santa Clara	0.067%		**0.0549723%**
City	Saratoga	Santa Clara	0.004%		**0.0034161%**
City	Sunnyvale	Santa Clara	0.053%		**0.0434069%**
County	***Santa Cruz County***	Santa Cruz	0.783%	0.957%	**0.8135396%**
City	Capitola	Santa Cruz	0.020%		**0.0168191%**
City	Santa Cruz	Santa Cruz	0.143%		**0.1180348%**
City	Scotts Valley	Santa Cruz	0.015%		**0.0126525%**
City	Watsonville	Santa Cruz	0.063%		**0.0520136%**
County	***Shasta County***	Shasta	1.095%	1.339%	**1.1380191%**
City	Anderson	Shasta	0.024%		**0.0198896%**
City	Redding	Shasta	0.284%		**0.2334841%**
City	Shasta Lake	Shasta	0.004%		**0.0031993%**
County	***Siskiyou County***	Siskiyou	0.228%	0.279%	**0.2373393%**
County	***Solano County***	Solano	0.760%		**0.6260795%**
City	Benicia	Solano	0.031%		**0.0253903%**
City	Dixon	Solano	0.016%		**0.0130849%**
City	Fairfield	Solano	0.109%		**0.0897317%**
City	Suisun City	Solano	0.021%		**0.0176183%**
City	Vacaville	Solano	0.119%		**0.0976497%**
City	Vallejo	Solano	0.167%		**0.1373644%**
County	***Sonoma County***	Sonoma	1.218%	1.490%	**1.2661290%**
City	Healdsburg	Sonoma	0.032%		**0.0266929%**
City	Petaluma	Sonoma	0.081%		**0.0667507%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Rohnert Park	Sonoma	0.041%		**0.0340759%**
City	Santa Rosa	Sonoma	0.184%		**0.1519070%**
City	Sonoma	Sonoma	0.022%		**0.0183438%**
City	Windsor	Sonoma	0.016%		**0.0129298%**
County	***Stanislaus County***	Stanislaus	1.722%		**1.4182273%**
City	Ceres	Stanislaus	0.041%		**0.0340260%**
City	Modesto	Stanislaus	0.217%		**0.1788759%**
City	Newman	Stanislaus	0.006%		**0.0046964%**
City	Oakdale	Stanislaus	0.018%		**0.0145531%**
City	Patterson	Stanislaus	0.015%		**0.0126590%**
City	Riverbank	Stanislaus	0.010%		**0.0085699%**
City	Turlock	Stanislaus	0.065%		**0.0531966%**
County	***Sutter County***	Sutter	0.306%	0.374%	**0.3179548%**
City	Yuba City	Sutter	0.074%		**0.0606242%**
County	***Tehama County***	Tehama	0.213%	0.261%	**0.2216654%**
City	Red Bluff	Tehama	0.014%		**0.0117771%**
County	***Trinity County***	Trinity	0.082%	0.101%	**0.0855476%**
County	***Tulare County***	Tulare	0.809%	0.990%	**0.8410949%**
City	Dinuba	Tulare	0.014%		**0.0116929%**
City	Exeter	Tulare	0.004%		**0.0032479%**
City	Farmersville	Tulare	0.003%		**0.0027879%**
City	Lindsay	Tulare	0.007%		**0.0057111%**
City	Porterville	Tulare	0.021%		**0.0171845%**
City	Tulare	Tulare	0.037%		**0.0302273%**
City	Visalia	Tulare	0.066%		**0.0545872%**
County	***Tuolumne County***	Tuolumne	0.486%	0.594%	**0.5047621%**
County	***Ventura County***	Ventura	2.192%	2.681%	**2.2781201%**
City	Camarillo	Ventura	0.002%		**0.0012815%**
City	Fillmore	Ventura	0.002%		**0.0020294%**
City	Moorpark	Ventura	0.008%		**0.0067337%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Oxnard	Ventura	0.156%	0.190%	**0.1617338%**
City	Port Hueneme	Ventura	0.021%		**0.0174145%**
City	San Buenaventura (Ventura)	Ventura	0.085%		**0.0702181%**
City	Santa Paula	Ventura	0.014%		**0.0119072%**
City	Simi Valley	Ventura	0.065%		**0.0533043%**
City	Thousand Oaks	Ventura	0.022%		**0.0179902%**
County	***Yolo County***	Yolo	0.357%	0.437%	**0.3713319%**
City	Davis	Yolo	0.055%		**0.0451747%**
City	West Sacramento	Yolo	0.066%		**0.0544321%**
City	Woodland	Yolo	0.058%		**0.0477904%**
County	***Yuba County***	Yuba	0.214%	0.262%	**0.2225679%**
City	Marysville	Yuba	0.014%		**0.0112079%**

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APPENDIX 2

Cost Reimbursement Procedure

1. Additional defined terms:

a) *Costs* means the reasonable amounts paid for the attorney and other City Attorney and County Counsel staff time for individuals employed by a Plaintiff Subdivision at the contractual rate, inclusive of benefits and overhead, together with amounts paid for court reporters, experts, copying, electronic research, travel, vendors, and the like, which were not previously reimbursed and which were paid or incurred (i) prior to December 31, 2022 in litigation against any Opioid Defendant and/or (ii) in negotiating and drafting any CA Allocation Agreement(s) concerning a settlement with any Opioid Defendant(s). *Costs* does not include attorneys' fees, costs, or expenses incurred by private contingency fee counsel. No part of the CA Abatement Accounts Fund will be used to reimburse Costs.

b) *First Claims Date* means October 1, 2023 or when all applications for reimbursement of Costs, in whole or in part, from funds available under Section XIV and Exhibit R of the Teva Settlement Agreement, Section XIII and Exhibit R of the Allergan Settlement Agreement, Section X and Exhibit R of the Distributor Settlement Agreement, Section XI and Exhibit R of the Janssen Settlement Agreement, Section X and Exhibit R of the CVS Settlement Agreement, Section IX and Exhibit R of the Walgreens Settlement Agreement, or Section IX and Exhibit R of the Walmart Settlement Agreement, have been finally determined under the provisions of those agreements, whichever comes first.

c) *Special Master* means a retired judicial officer or former public lawyer, not presently employed or retained by a Plaintiff Subdivision, who will aggregate, review, and determine the reasonable Costs to be awarded to each Plaintiff Subdivision that submits a claim for reimbursement of Costs. The Special Master will be selected by a majority vote of the votes cast by Plaintiff Subdivisions, with each such subdivision having one vote.

d) *Plaintiff Subdivision Committee* means the committee of Plaintiff Subdivisions that will review and approve the invoices submitted by the Special Master reflecting his or her reasonable time and expenses.

2. Cost Reimbursement to Plaintiff Subdivision

a) Purpose. Substantial resources have been expended to hold Opioid Defendants accountable for creating and profiting from the opioid crisis, and this effort has been a significant catalyst in creating National Opioid Settlements with various manufacturers, distributors, and chain pharmacies.

b) Claims Procedure.

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i. If a Plaintiff Subdivision is eligible to seek reimbursement of Costs, in whole or in part, from funds available under Section XIV and Exhibit R of the Teva Settlement Agreement, Section XIII and Exhibit R of the Allergan Settlement Agreement, Section X and Exhibit R of the CVS Settlement Agreement, Section IX and Exhibit R of the Walgreens Settlement Agreement, Section IX and Exhibit R of the Walmart Settlement Agreement, Section X or Exhibit R of the Distributor Settlement Agreement, or Section XI or Exhibit R of the Janssen Settlement Agreement, it must first make a timely application for reimbursement from such funds. To allow sufficient time for determination of those applications, no claim for Costs to the CA Subdivision Fund under this Agreement may be made before the First Claims Date.

ii. A Plaintiff Subdivision that wishes to be reimbursed from the CA Subdivision Fund must submit a claim to the Special Master no later than forty-five (45) days after the First Claims Date. The Special Master will then compile and redistribute the aggregated claim totals for each Plaintiff Subdivision via email to representatives of all the Plaintiff Subdivisions. A claim for attorney and staff time must list, for each attorney or staff member included in the claim, the following information: name, title, total hours claimed, hourly rate (including, if sought, benefits and share of overhead), and narrative summarizing the general nature of the work performed by the attorney or staff member. For reimbursement of "hard" costs, the subdivision may aggregate across a category (e.g., total for travel costs). It is the intention of the Plaintiff Subdivisions that submission of documents related to reimbursement of Costs does not waive any attorney-client privilege or exemptions to the California Public Records Act.

iii. The Special Master may request, at his or her sole option, additional documents or details to assist in the final award of Costs.

iv. The Special Master will review claims for reasonableness and will notify each Plaintiff Subdivision of the final determination of its claim, and will provide a list of all final awards to all Plaintiff Subdivisions by email or, upon request, via First Class U.S. Mail. Any Plaintiff Subdivision may ask the Special Master to reconsider any final award within twenty-one (21) days. The Special Master will make a final determination on any such reconsideration request within thirty (30) days of receipt.

v. Any decision of the Special Master is final and binding, and will be considered under the California Arbitration Act, Code of Civil Procedure section 1280 et seq. as a final arbitration award. Nothing in this agreement is intended to expand the scope of judicial review of the final award for errors of fact or law, and the Parties agree that they may only seek to vacate the award if clear and convincing evidence demonstrates one of the factors set forth in Code of Civil Procedure, section 1286.2, subdivision (a). Plaintiff Subdivisions will have fourteen (14) days after all final awards are made, together with any final determination of a request for reconsideration, to seek review in the Superior Court of California, pursuant to Code of Civil Procedure, section 1285, where the State has filed its Consent Judgment.

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vi. The Special Master will prepare a report of Costs that includes his or her fees and expenses at least ninety (90) days before the Payment Date for each Annual Payment. The Special Master's preparation of a report of Costs does not discharge a Plaintiff Subdivision's reporting requirement under Section VIII.C of the Teva Settlement Agreement.

vii. A member of the Plaintiff Subdivision Committee, which is a CA Participating Subdivision, will submit to the Settlement Fund Administrator and Teva a report of the fees and expenses incurred by the Special Master pursuant to Section VIII.C of the Teva Settlement Agreement.

c) Claims Priority and Limitation.

i. The Special Master will submit invoices for compensation of reasonable fees and expenses to the Plaintiff Subdivision Committee no later than ninety (90) days prior to the Payment Date for each Annual Payment. The Plaintiff Subdivision Committee will promptly review and, if reasonable, approve the Special Master's invoice for compensation. The Plaintiff Subdivision Committee will submit approved invoices to the Settlement Fund Administrator for payment. The Special Master's approved invoices have priority and will be paid first from the CA Subdivision Fund before any award of Costs, subject to the limitation in Section 2.c.v below.

ii. Final Awards of Costs that do not exceed seventy-five thousand dollars ($75,000.00) will be paid next in priority after the Special Master's approved invoices.

iii. Final Awards of Costs in excess of seventy-five thousand dollars ($75,000.00) will be paid proportionally from the funds remaining in that year's Annual Payment.

iv. Any claim for Costs that is not paid in full will be allocated against the next year's distribution from the CA Subdivision Fund, until all approved claims for Costs are paid in full.

v. In no event will more than 50% of the total CA Subdivision Fund received in any year be used to pay Costs or the Special Master's approved invoices.

vi. In no event shall more than $28 million of the total CA Subdivision Funds paid pursuant to the Teva Settlement Agreement, Allergan Settlement Agreement, Distributor Settlement Agreement, CVS Settlement Agreement, Janssen Settlement Agreement, Walgreens Settlement Agreement, and the Walmart Settlement Agreement be used to pay Costs.

d) Collateral Source Payments and Third-Party Settlement.

i. In the event a Plaintiff Subdivision is awarded compensation, in whole or in part, by any source of funds created as a result of litigation against an Opioid Defendant for 4 its reasonable Costs, it will reduce its claim for Costs from the CA Subdivision Fund by that amount. If a Plaintiff Subdivision has already received a

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final award of Costs from the CA Subdivision Fund, it will repay the fund up to the prior award of Costs via a payment to the Settlement Fund Administrator or notify the Settlement Fund Administrator that its allocation from the next and subsequent Annual Payments should be reduced accordingly. If the Plaintiff Subdivision is repaying any prior award of Costs, that repayment will occur as soon as is feasible after the Plaintiff Subdivision's receipt of Cost funds from the collateral source, but no more than 90 days after its receipt from the collateral source. The Settlement Fund Administrator will add any repaid Costs to the CA Subdivision Fund. Any Plaintiff Subdivision that has submitted for reimbursement to any national fund and has not received a final determination by the First Claims Date may request that the settlement administrator withhold some or all of its payment from the CA Subdivision Fund in order to avoid repayment.

ii. In the event a Plaintiff Subdivision reaches a monetary settlement or compromise against any Opioid Defendant outside of the National Opioid Settlement, the monetary portion of such settlement, net of fees paid to outside contingency fee counsel and of funds earmarked strictly for abatement, will be credited against its Costs and the subdivision will be ineligible to recover those credited Costs from the CA Subdivision Fund. Plaintiff Subdivisions negotiating monetary settlements or compromises against any Opioid Defendant outside of the National Opioid Settlement will negotiate for funds to repay any Costs it previously received from the CA Subdivision Fund or for Costs it otherwise might be eligible to claim from the CA Subdivision Fund. If such a settlement is paid after all final approved claims for Costs by all Plaintiff Subdivisions are satisfied in full, the settling subdivision will reimburse the CA Subdivision Fund in that amount by making payment to the Settlement Fund Administrator to add to the CA Subdivision Fund in a manner consistent with the repayments described in section 2.d.i above.

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APPENDIX 3

CALIFORNIA-SUBDIVISION BACKSTOP AGREEMENT

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

In light of the Order, and at the request of [SUBDIVISION], the [SUBDIVISION], its counsel [COUNSEL], and the California Attorney General, on behalf of the State of California, are entering into this California-Subdivision Backstop Agreement (Backstop Agreement).

[SUBDIVISION] and [COUNSEL] intend this Backstop Agreement to constitute a State Back-Stop Agreement as that term is used in the Order and in Exhibit R (Agreement on Attorneys' Fees, Costs, and Expenses) of the Teva Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Teva Settlement Agreement and CA Teva Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the Teva Settlement CA Subdivision Fund to pay a contingent fee to [COUNSEL]. Any such payment from [SUBDIVISION] to [COUNSEL], together with any contingency fees that [COUNSEL] may receive from the national Attorney Fee Fund, will not exceed a total contingency fee of [PERCENTAGE NOT TO EXCEED 15%] of the total gross recovery of [SUBDIVISION] from the Teva Settlement.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Teva Settlement Agreement before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this backstop agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

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

[DATE]	[SUBDIVISION SIGNATURE BLOCK]
[DATE]	[COUNSEL SIGNATURE BLOCK]
[DATE]	[ATTORNEY GENERAL SIGNATURE BLOCK]

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Proposed California State-Subdivision Agreement
Regarding Distribution and Use of
Settlement Funds – Walgreens Settlement

1. Introduction

Pursuant to the Walgreens Settlement Agreement, dated as of December 9, 2022, and any revision thereto (the "Walgreens Settlement Agreement"), including Section V and Exhibit O, the State of California proposes this agreement (the "CA Walgreens Allocation Agreement") to govern the allocation, distribution, and use of Settlement Fund payments made to California pursuant to Sections IV and V of the Walgreens Settlement Agreement. For the avoidance of doubt, this agreement does not apply to payments made pursuant to Section IX of the Walgreens Settlement Agreement.

Pursuant to Exhibit O, Paragraph 4, of the Walgreens Settlement Agreement, acceptance of this CA Walgreens Allocation Agreement is a requirement to be an Initial Participating Subdivision.

2. Definitions

a) *CA Participating Subdivision* means a Participating Subdivision that is also (a) a Plaintiff Subdivision and/or (b) a Primary Subdivision with a population equal to or greater than 10,000. For the avoidance of doubt, eligible CA Participating Subdivisions are those California subdivisions listed in Exhibit C (excluding Litigating Special Districts) and/or Exhibit I to the Walgreens Settlement Agreement.

b) *Allergan Settlement Agreement* means the Allergan Settlement Agreement dated November 22, 2022, and any revision thereto.

c) *CVS Settlement Agreement* means the CVS Settlement Agreement dated December 9, 2022, and any revision thereto as well as any modification thereto entered into by the State of California and CVS.

d) *Distributor Settlement Agreement* means the Distributor Settlement Agreement dated July 21, 2021, and any revision thereto.

e) *Janssen Settlement Agreement* means the Janssen Settlement Agreement dated July 21, 2021, and any revision thereto.

f) *Teva Settlement Agreement* means the Teva Settlement Agreement dated November 22, 2022, and any revision thereto.

g) *Walmart Settlement Agreement* means the Walmart Settlement Agreement dated November 14, 2022, and any revision thereto.

h) *CA Litigating Special District* means a Litigating Special District located in California. CA Litigating Special Districts include Downey Unified School District, Elk Grove Unified School District, Kern High School District, Montezuma Fire Protection District (located in Stockton, California), Santa Barbara San Luis Obispo Regional Health Authority, Inland Empire Health Plan, Health Plan of San Joaquin, San Leandro Unified School District,

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Pleasant Valley School District Board, and LA Care Health Plan.

i) *Plaintiff Subdivision* means a Subdivision located in California, other than a CA Litigating Special District, that filed a lawsuit, on behalf of the Subdivision and/or through an official of the Subdivision on behalf of the People of the State of California, against one or more Opioid Defendants prior to October 1, 2020.

j) *Opioid Defendant* means any defendant (including but not limited to Walgreen Co., Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., Walmart Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc., AmerisourceBergen Corporation, and McKesson Corporation) named in a lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.

3. General Terms

This agreement is subject to the requirements of the Walgreens Settlement Agreement, as well as applicable law, and the Walgreens Settlement Agreement governs over any inconsistent provision of this CA Walgreens Allocation Agreement. Terms used in this CA Walgreens Allocation Agreement have the same meaning as in the Walgreens Settlement Agreement unless otherwise defined herein.

Pursuant to Section V(D)(1) of the Walgreens Settlement Agreement, (a) all Settlement Fund payments will be used for Opioid Remediation, except as allowed by Section V(B)(2) of the Walgreens Settlement Agreement; and (b) at least seventy percent (70%) of Settlement Fund payment amounts will be used solely for future Opioid Remediation.

4. State Allocation

The Settlement Fund payments to California,[1] pursuant to the Walgreens Settlement Agreement, shall be allocated as follows: 15% to the State Fund; 70% to the Abatement Accounts Fund; and 15% to the Subdivision Fund. For the avoidance of doubt, all funds allocated to California from the Settlement Fund shall be combined pursuant to this CA Walgreens Allocation Agreement, and 15% of that total shall be allocated to the State of California (the "State of California Allocation"), 70% to the California Abatement Accounts Fund ("CA Abatement Accounts Fund"), and 15% to the California Subdivision Fund ("CA Subdivision Fund").

[1] For purposes of clarity, use of the term "California" refers to the geographic territory of California and the state and its local governments therein. The term "State" or "State of California" refers to the State of California as a governmental unit.

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A. State of California Allocation

Fifteen percent of the total Settlement Fund payments will be allocated to the State and used by the State for future Opioid Remediation.

B. CA Abatement Accounts Fund

i. Allocation of CA Abatement Accounts Funds

a) Seventy percent of the total Settlement Fund payments will be allocated to the CA Abatement Accounts Fund. The funds in the CA Abatement Accounts Fund will be allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision. The percentage from the CA Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 in the column entitled abatement percentage (the "Local Allocation"). For the avoidance of doubt, CA Litigating Special Districts and California towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of CA Abatement Accounts Funds.

b) A CA Participating Subdivision that is a county, or a city and county, will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision, and will receive payments as provided in the Walgreens Settlement Agreement.

c) A CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is a CA Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county's share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of CA Abatement Accounts Funds) and reported on in accordance with Section 4.B.iii (CA Abatement Accounts Fund Oversight).

d) A city within a county that is a CA Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Fund Administrator at least 60 days prior to a Payment Date. For purposes of this CA Walgreens Allocation Agreement, the Cities of Los Angeles, Oakland, San Diego, San Jose and Eureka will be deemed to have elected direct payment if they become Participating Subdivisions.

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e) The State will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision.

f) Funds received by a CA Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the Walgreens Settlement Agreement and this CA Walgreens Allocation Agreement shall be transferred to the State; provided however, that CA Participating Subdivisions have seven years to expend or encumber CA Abatement Accounts Funds designated to support capital outlay projects before they must be transferred to the State. This provision shall not apply to the Cost Reimbursement Funds, which shall be controlled by Appendix 2.

ii. Use of CA Abatement Accounts Funds

a) The CA Abatement Accounts Funds will be used for future Opioid Remediation in one or more of the areas described in the List of Opioid Remediation Uses, which is Exhibit E to the Walgreens Settlement Agreement.

b) In addition to this requirement, no less than 50% of the funds received by a CA Participating Subdivision from the Abatement Accounts Fund in each calendar year will be used for one or more of the following High Impact Abatement Activities:

(1) the provision of matching funds or operating costs for substance use disorder facilities within the Behavioral Health Continuum Infrastructure Program;

(2) creating new or expanded Substance Use Disorder ("SUD") treatment infrastructure;

(3) addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD;

(4) diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction; and/or

(5) interventions to prevent drug addiction in vulnerable youth.

c) The California Department of Health Care Services ("DHCS") may add to this list (but not delete from it) by designating additional High Impact Abatement Activities. DHCS will make reasonable efforts to consult with stakeholders, including the CA Participating Subdivisions, before adding additional High Impact Abatement Activities to this list.

d) For the avoidance of doubt, and subject to the requirements of the Walgreens Settlement Agreement and applicable law, CA Participating Subdivisions may form agreements or

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ventures, or otherwise work in collaboration with, federal, state, local, tribal or private sector entities in pursuing Opioid Remediation activities funded from the CA Abatement Accounts Fund. Further, provided that all CA Abatement Accounts Funds are used for Opioid Remediation consistent with the Walgreens Settlement Agreement and this CA Walgreens Allocation Agreement, a county and any cities or towns within the county may agree to reallocate their respective shares of the CA Abatement Accounts Funds among themselves, provided that any direct distribution may only be to a CA Participating Subdivision and any CA Participating Subdivision must agree to their share being reallocated.

iii. CA Abatement Accounts Fund Oversight

a) Pursuant to Section 5 below, CA Participating Subdivisions receiving settlement funds must prepare and file reports annually regarding the use of those funds. DHCS may regularly review the reports prepared by CA Participating Subdivisions about the use of CA Abatement Accounts Funds for compliance with the Walgreens Settlement Agreement and this CA Walgreens Allocation Agreement.

b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the Walgreens Settlement Agreement or this CA Walgreens Allocation Agreement, whether through review of reports or information from any other sources, DHCS shall send a request to meet and confer with the CA Participating Subdivision. The parties shall meet and confer in an effort to resolve the concern.

c) If the parties are unable to reach a resolution, DHCS may conduct an audit of the Subdivision's use of the CA Abatement Accounts Funds within one year of the request to meet and confer, unless the parties mutually agree in writing to extend the meet and confer time frame.

d) If the concern still cannot be resolved, the State may bring a motion or action in the court where the State has filed its Consent Judgment to resolve the concern or otherwise enforce the requirements of the Walgreens Settlement Agreement or this CA Walgreens Allocation Agreement. However, in no case shall any audit be conducted, or motion be brought, as to a specific expenditure of funds, more than five years after the date on which the expenditure of the funds was reported to DHCS, in accordance with this agreement.

e) Notwithstanding the foregoing, this Agreement does not limit the statutory or constitutional authority of any state or local agency or official to conduct audits, investigations, or other oversight activities, or to pursue administrative, civil, or criminal enforcement actions.

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C. CA Subdivision Fund

i. Fifteen percent of the total Settlement Fund payments will be allocated to the CA Subdivision Fund. All funds in the CA Subdivision Fund will be allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. The funds will be used, subject to any limits imposed by the Walgreens Settlement Agreement and this CA Walgreens Allocation Agreement, to fund future Opioid Remediation and reimburse past opioid-related expenses, which may include fees and expenses related to litigation, and to pay the reasonable fees and expenses of the Special Master as set forth in Appendix 2.

The CA Subdivision Funds will be allocated as follows:

a) First, funds in the CA Subdivision Fund shall be used to pay the Special Master's reasonable fees and expenses in accordance with the procedures and limitations set forth in Appendix 2 to this document;

b) Second, funds will be allocated to Plaintiff Subdivisions that are Initial Participating Subdivisions that have been awarded Costs, as defined by and in accordance with the procedures and limitations set forth in Appendix 2 to this document.

c) Funds remaining in the CA Subdivision Fund, which shall consist of no less than 50% of the total CA Subdivision Fund received in any year pursuant to Appendix 2, Section 2.c.v, will be distributed to Plaintiff Subdivisions that are Initial Participating Subdivisions, in relative proportion to the Local Allocation. These funds shall be used to fund future opioid-related projects and to reimburse past opioid-related expenses, which may include fees and expenses related to litigation against any Opioid Defendant.

D. Provision for State Back-Stop Agreement

On August 6, 2021, Judge Dan Polster of the U.S. District Court, Northern District of Ohio, Eastern Division, issued an order (ECF Docket Number 3814) ("MDL Fees Order") in the National Prescription Opiate Litigation (MDL No. 2804) "cap[ping] all applicable contingent fee agreements at 15%." Private counsel representing Plaintiff Subdivisions should seek its contingency fees and costs from the Attorney Fee Fund or Cost Funds under the Walgreens Settlement Agreement, and, if applicable, the Teva Settlement Agreement, Allergan Settlement Agreement, CVS Settlement Agreement, Distributor Settlement Agreement, Janssen Settlement Agreement, and Walmart Settlement Agreement.

A Plaintiff Subdivision may separately agree to use its share of the CA Subdivision Fund to pay for fees or costs incurred by its contingency-fee counsel ("State Back-Stop Agreement"), pursuant to Exhibit R, section I(Y), of the Walgreens Settlement Agreement and the MDL Fees Order, so long as such contingency fees do not exceed a total contingency fee of 15% of the total gross recovery of the Plaintiff Subdivision pursuant to the Walgreens Settlement, inclusive of contingency fees from the national Attorney Fee Fund and this State Back-Stop Agreement. Before seeking fees or litigation costs and expenses from a State Back-Stop Agreement, private counsel representing Plaintiff Subdivisions must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the Walgreens Settlement Agreement. Further,

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private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.

To effectuate a State Back-Stop Agreement pursuant to this section, an agreement in the form of Appendix 3 may be entered into by a Plaintiff Subdivision, private counsel, and the California Office of the Attorney General. The California Office of the Attorney General shall, upon the request of a Plaintiff Subdivision, execute any agreement executed by a Plaintiff Subdivision and its private counsel if it is in the form of Appendix 3. The California Office of the Attorney General will also consider requests from Plaintiff Subdivisions to execute and enter into agreements presented in other forms.

For the avoidance of doubt, this agreement does not require a Plaintiff Subdivision to request or enter into a State Back-Stop Agreement, and no State Back-Stop Agreement shall impose any duty or obligation on the State of California or any of its agencies or officers, including without limitation the Attorney General.

5. State and Subdivision Reporting

a) DHCS will prepare an annual written report regarding the State's use of funds from the settlement until those funds are fully expended and for one year thereafter. These reports will be made publicly available on the DHCS web site.

b) Each CA Participating Subdivision that receives payments of funds from the settlement will prepare written reports at least annually regarding the use of those funds, until those funds are fully expended and for one year thereafter. These reports will also include a certification that all funds that the CA Participating Subdivision has received through the settlement have been used in compliance with the Walgreens Settlement Agreement and this CA Walgreens Allocation Agreement. The report will be in a form reasonably determined by DHCS. Prior to specifying the form of the report DHCS will confer with representatives of the Plaintiff Subdivisions.

c) The State and all CA Participating Subdivisions receiving CA Abatement Accounts Funds will track all deposits and expenditures. Each such subdivision is responsible solely for the CA Abatement Accounts Funds it receives. A county is not responsible for oversight, reporting, or monitoring of CA Abatement Accounts Funds received by a city within that county that receives direct payment. Unless otherwise exempt, Subdivisions' expenditures and uses of CA Abatement Accounts Funds and other Settlement Funds will be subject to the normal budgetary and expenditure process of the Subdivision.

d) Each Plaintiff Subdivision receiving CA Subdivision Funds will track all deposits and expenditures, as required by the Walgreens Settlement Agreement and this CA Walgreens Allocation Agreement. Among other things, Plaintiff Subdivisions using monies from the CA Subdivision Fund for purposes that do not qualify as Opioid Remediation must identify and include in their annual report, the amount and how such funds were used, including if used to pay attorneys' fees, investigation costs, or litigation costs. Pursuant to Section V(B)(2) of the Walgreens Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and Walgreens.

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e) In each year in which DHCS prepares an annual report DHCS will also host a meeting to discuss the annual report and the Opioid Remediation activities being carried out by the State and Participating Subdivisions.

6. Miscellaneous

a) The State or any CA Participating Subdivision may bring a motion or action in the court where the State has filed its Consent Judgment to enforce the requirements of this CA Walgreens Allocation Agreement. Before filing such a motion or action the State will meet and confer with any CA Participating Subdivision that is the subject of the anticipated motion or action, and vice versa.

b) Except as provided in the Walgreens Settlement Agreement, this CA Walgreens Allocation Agreement is not enforceable by any party other than the State and the CA Participating Subdivisions. It does not confer any rights or remedies upon, and shall not be enforceable by, any third party.

c) Except as provided in the CA Walgreens Allocation Agreement, if any provision of this agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this agreement will be valid and enforceable to the fullest extent permitted by law.

d) Except as provided in the Walgreens Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.

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The undersigned, City of Aliso Viejo, ACKNOWLEDGES acceptance of this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Walgreens Settlement is a requirement to be an Initial Participating Subdivision in the Walgreens Settlement and ACCEPTS this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Walgreens Settlement. EXECUTED on _____.

Signature: _____

Name: _____

Title: _____

Date: _____

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DISCLAIMER: The allocation percentages herein are estimates only and should not be relied on for decisions regarding legal rights, releases, waivers, or other decisions affecting current or potential legal claims. Percentages shown in the Plaintiff Subdivision Percentage column may change pursuant to Section 4.C. of the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds—Walgreens Settlement, whereas the percentages shown in the Abatement Percentage column should not change. Participating Subdivisions, underlying calculations, and the calculated allocation percentages are subject to change. Regarding the column herein entitled "Abatement Percentage," pursuant to Section 4.B.e., the State of California will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision. Regarding the column herein entitled "Plaintiff Subdivision Percentage," payments allocated to a Plaintiff Subdivision, which is not an Initial Participating Subdivision, will be re-allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. Regarding the column herein entitled "Abatement Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Abatement Account Funds received, pursuant to Section 4.B. Regarding the column herein entitled "Plaintiff Subdivision Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Subdivision Funds received, pursuant to Section 4.C. Regarding the column herein entitled "Weighted Allocation Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the combined and weighted allocation of the Abatement Percentage and the Plaintiff Subdivision Percentage.

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			100.000%	100.000%	100.000%
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
County	***Alameda County***	Alameda	2.332%	2.853%	**2.4237952%**
City	Alameda	Alameda	0.069%		**0.0570162%**
City	Albany	Alameda	0.013%		**0.0107768%**
City	Berkeley	Alameda	0.152%		**0.1249656%**
City	Dublin	Alameda	0.033%	0.040%	**0.0338810%**
City	Emeryville	Alameda	0.023%		**0.0185765%**
City	Fremont	Alameda	0.108%		**0.0888576%**
City	Hayward	Alameda	0.117%		**0.0966218%**
City	Livermore	Alameda	0.054%		**0.0446740%**
City	Newark	Alameda	0.026%		**0.0217626%**
City	Oakland	Alameda	0.486%	0.595%	**0.5055601%**
City	Piedmont	Alameda	0.014%		**0.0114064%**
City	Pleasanton	Alameda	0.067%		**0.0554547%**
City	San Leandro	Alameda	0.039%		**0.0321267%**
City	Union City	Alameda	0.043%		**0.0352484%**
County	***Amador County***	Amador	0.226%	0.277%	**0.2349885%**
County	***Butte County***	Butte	1.615%	1.975%	**1.6783178%**
City	Chico	Butte	0.216%	0.264%	**0.2246499%**
City	Oroville	Butte	0.079%		**0.0646595%**
County	***Calaveras County***	Calaveras	0.226%	0.277%	**0.2351644%**
County	***Colusa County***	Colusa	0.059%		**0.0489221%**
County	***Contra Costa County***	Contra Costa	2.102%	2.571%	**2.1844585%**
City	Antioch	Contra Costa	0.037%		**0.0301879%**
City	Brentwood	Contra Costa	0.026%		**0.0215339%**
City	Clayton	Contra Costa	0.002%		**0.0018060%**
City	Concord	Contra Costa	0.055%		**0.0456676%**
City	Danville	Contra Costa	0.010%		**0.0082255%**
City	El Cerrito	Contra Costa	0.023%		**0.0189024%**
City	Hercules	Contra Costa	0.010%		**0.0078273%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Lafayette	Contra Costa	0.006%		**0.0046030%**
City	Martinez	Contra Costa	0.012%		**0.0098593%**
City	Moraga	Contra Costa	0.004%		**0.0031007%**
City	Oakley	Contra Costa	0.010%		**0.0079416%**
City	Orinda	Contra Costa	0.005%		**0.0038157%**
City	Pinole	Contra Costa	0.013%		**0.0110909%**
City	Pittsburg	Contra Costa	0.053%		**0.0436369%**
City	Pleasant Hill	Contra Costa	0.013%		**0.0106309%**
City	Richmond	Contra Costa	0.146%		**0.1201444%**
City	San Pablo	Contra Costa	0.018%		**0.0148843%**
City	San Ramon	Contra Costa	0.021%		**0.0176459%**
City	Walnut Creek	Contra Costa	0.026%		**0.0212132%**
County	***Del Norte County***	Del Norte	0.114%	0.140%	**0.1189608%**
County	***El Dorado County***	El Dorado	0.768%	0.939%	**0.7980034%**
City	Placerville	El Dorado	0.015%		**0.0127642%**
City	South Lake Tahoe	El Dorado	0.081%		**0.0665456%**
County	***Fresno County***	Fresno	1.895%	2.318%	**1.9693410%**
City	Clovis	Fresno	0.065%		**0.0536211%**
City	Coalinga	Fresno	0.012%		**0.0098554%**
City	Fresno	Fresno	0.397%		**0.3270605%**
City	Kerman	Fresno	0.005%		**0.0042534%**
City	Kingsburg	Fresno	0.008%		**0.0066167%**
City	Mendota	Fresno	0.002%		**0.0019387%**
City	Orange Cove	Fresno	0.004%		**0.0035607%**
City	Parlier	Fresno	0.008%		**0.0069755%**
City	Reedley	Fresno	0.012%		**0.0098804%**
City	Sanger	Fresno	0.018%		**0.0146135%**
City	Selma	Fresno	0.015%		**0.0127537%**
County	***Glenn County***	Glenn	0.107%	0.131%	**0.1116978%**
County	***Humboldt County***	Humboldt	1.030%	1.260%	**1.0703185%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Arcata	Humboldt	0.054%		**0.0447660%**
City	Eureka	Humboldt	0.117%	0.143%	**0.1216284%**
City	Fortuna	Humboldt	0.032%		**0.0266837%**
County	***Imperial County***	Imperial	0.258%	0.315%	**0.2679006%**
City	Brawley	Imperial	0.011%		**0.0087986%**
City	Calexico	Imperial	0.019%		**0.0152799%**
City	El Centro	Imperial	0.158%		**0.1302522%**
City	Imperial	Imperial	0.006%		**0.0048791%**
County	***Inyo County***	Inyo	0.073%	0.089%	**0.0754413%**
County	***Kern County***	Kern	2.517%	3.079%	**2.6159145%**
City	Arvin	Kern	0.006%		**0.0046425%**
City	Bakersfield	Kern	0.212%		**0.1747198%**
City	California City	Kern	0.009%		**0.0070820%**
City	Delano	Kern	0.030%		**0.0249316%**
City	McFarland	Kern	0.003%		**0.0025644%**
City	Ridgecrest	Kern	0.015%		**0.0120938%**
City	Shafter	Kern	0.013%		**0.0103417%**
City	Tehachapi	Kern	0.009%		**0.0073580%**
City	Wasco	Kern	0.008%		**0.0069861%**
County	***Kings County***	Kings	0.293%		**0.2413469%**
City	Avenal	Kings	0.007%		**0.0056335%**
City	Corcoran	Kings	0.013%		**0.0107032%**
City	Hanford	Kings	0.027%		**0.0226038%**
City	Lemoore	Kings	0.016%		**0.0131900%**
County	***Lake County***	Lake	0.795%		**0.6545389%**
City	Clearlake	Lake	0.041%	0.050%	**0.0426253%**
City	Lakeport	Lake	0.021%	0.026%	**0.0222964%**
County	***Lassen County***	Lassen	0.319%	0.391%	**0.3320610%**
City	Susanville	Lassen	0.027%		**0.0219295%**
County	***Los Angeles County***	Los Angeles	13.896%	16.999%	**14.4437559%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Agoura Hills	Los Angeles	0.005%		**0.0040024%**
City	Alhambra	Los Angeles	0.042%		**0.0343309%**
City	Arcadia	Los Angeles	0.033%		**0.0267718%**
City	Artesia	Los Angeles	0.001%		**0.0005100%**
City	Azusa	Los Angeles	0.026%		**0.0210857%**
City	Baldwin Park	Los Angeles	0.027%		**0.0218520%**
City	Bell	Los Angeles	0.008%		**0.0068783%**
City	Bellflower	Los Angeles	0.002%		**0.0014485%**
City	Bell Gardens	Los Angeles	0.014%		**0.0114301%**
City	Beverly Hills	Los Angeles	0.065%		**0.0534897%**
City	Burbank	Los Angeles	0.100%		**0.0823132%**
City	Calabasas	Los Angeles	0.006%		**0.0048948%**
City	Carson	Los Angeles	0.019%		**0.0159805%**
City	Cerritos	Los Angeles	0.005%		**0.0039682%**
City	Claremont	Los Angeles	0.010%		**0.0082584%**
City	Commerce	Los Angeles	0.000%		**0.0002971%**
City	Compton	Los Angeles	0.044%		**0.0361882%**
City	Covina	Los Angeles	0.028%		**0.0229127%**
City	Cudahy	Los Angeles	0.001%		**0.0006020%**
City	Culver City	Los Angeles	0.055%		**0.0449894%**
City	Diamond Bar	Los Angeles	0.001%		**0.0006993%**
City	Downey	Los Angeles	0.052%		**0.0429994%**
City	Duarte	Los Angeles	0.003%		**0.0027261%**
City	El Monte	Los Angeles	0.031%	0.038%	**0.0318985%**
City	El Segundo	Los Angeles	0.033%		**0.0268020%**
City	Gardena	Los Angeles	0.034%		**0.0278088%**
City	Glendale	Los Angeles	0.166%		**0.1366586%**
City	Glendora	Los Angeles	0.016%		**0.0134411%**
City	Hawaiian Gardens	Los Angeles	0.005%		**0.0040549%**
City	Hawthorne	Los Angeles	0.050%		**0.0407833%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Hermosa Beach	Los Angeles	0.018%		**0.0145307%**
City	Huntington Park	Los Angeles	0.023%		**0.0190667%**
City	Inglewood	Los Angeles	0.059%		**0.0489195%**
City	La Cañada Flintridge	Los Angeles	0.003%		**0.0025565%**
City	Lakewood	Los Angeles	0.005%		**0.0039971%**
City	La Mirada	Los Angeles	0.010%		**0.0081572%**
City	Lancaster	Los Angeles	0.045%		**0.0369689%**
City	La Puente	Los Angeles	0.002%		**0.0012999%**
City	La Verne	Los Angeles	0.024%		**0.0194190%**
City	Lawndale	Los Angeles	0.002%		**0.0017731%**
City	Lomita	Los Angeles	0.004%		**0.0031940%**
City	Long Beach	Los Angeles	0.439%		**0.3614151%**
City	Los Angeles	Los Angeles	2.715%	3.321%	**2.8218811%**
City	Lynwood	Los Angeles	0.016%		**0.0134345%**
City	Malibu	Los Angeles	0.002%		**0.0019269%**
City	Manhattan Beach	Los Angeles	0.032%		**0.0260686%**
City	Maywood	Los Angeles	0.004%		**0.0035528%**
City	Monrovia	Los Angeles	0.031%		**0.0254455%**
City	Montebello	Los Angeles	0.030%		**0.0250670%**
City	Monterey Park	Los Angeles	0.031%		**0.0256677%**
City	Norwalk	Los Angeles	0.031%		**0.0258228%**
City	Palmdale	Los Angeles	0.046%		**0.0375827%**
City	Palos Verdes Estates	Los Angeles	0.006%		**0.0053102%**
City	Paramount	Los Angeles	0.011%		**0.0091483%**
City	Pasadena	Los Angeles	0.146%		**0.1200524%**
City	Pico Rivera	Los Angeles	0.022%		**0.0183333%**
City	Pomona	Los Angeles	0.111%		**0.0911933%**
City	Rancho Palos Verdes	Los Angeles	0.002%		**0.0012645%**
City	Redondo Beach	Los Angeles	0.062%		**0.0506992%**
City	Rosemead	Los Angeles	0.003%		**0.0028260%**

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City	San Dimas	Los Angeles	0.003%		**0.0022016%**
City	San Fernando	Los Angeles	0.013%		**0.0104837%**
City	San Gabriel	Los Angeles	0.018%		**0.0147726%**
City	San Marino	Los Angeles	0.009%		**0.0073791%**
City	Santa Clarita	Los Angeles	0.022%		**0.0178167%**
City	Santa Fe Springs	Los Angeles	0.031%		**0.0257531%**
City	Santa Monica	Los Angeles	0.158%		**0.1298513%**
City	Sierra Madre	Los Angeles	0.006%		**0.0048646%**
City	Signal Hill	Los Angeles	0.010%		**0.0084884%**
City	South El Monte	Los Angeles	0.005%		**0.0039603%**
City	South Gate	Los Angeles	0.020%		**0.0166272%**
City	South Pasadena	Los Angeles	0.012%		**0.0095334%**
City	Temple City	Los Angeles	0.005%		**0.0039498%**
City	Torrance	Los Angeles	0.112%		**0.0919820%**
City	Walnut	Los Angeles	0.006%		**0.0047305%**
City	West Covina	Los Angeles	0.049%		**0.0404521%**
City	West Hollywood	Los Angeles	0.013%		**0.0108517%**
City	Whittier	Los Angeles	0.032%		**0.0260581%**
County	***Madera County***	Madera	0.349%	0.427%	**0.3630669%**
City	Chowchilla	Madera	0.012%		**0.0097332%**
City	Madera	Madera	0.039%		**0.0318441%**
County	***Marin County***	Marin	0.564%	0.690%	**0.5861325%**
City	Larkspur	Marin	0.015%		**0.0124697%**
City	Mill Valley	Marin	0.020%		**0.0168401%**
City	Novato	Marin	0.028%		**0.0229824%**
City	San Anselmo	Marin	0.009%		**0.0078062%**
City	San Rafael	Marin	0.089%		**0.0729823%**
County	***Mariposa County***	Mariposa	0.084%	0.103%	**0.0876131%**
County	***Mendocino County***	Mendocino	0.439%	0.536%	**0.4558394%**
City	Ukiah	Mendocino	0.039%		**0.0317153%**

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County	***Merced County***	Merced	0.551%	0.674%	**0.5724262%**
City	Atwater	Merced	0.024%		**0.0195846%**
City	Livingston	Merced	0.006%		**0.0045873%**
City	Los Banos	Merced	0.020%		**0.0165142%**
City	Merced	Merced	0.061%		**0.0500762%**
County	***Modoc County***	Modoc	0.065%	0.080%	**0.0678250%**
County	***Mono County***	Mono	0.023%	0.029%	**0.0242606%**
County	***Monterey County***	Monterey	0.908%	1.111%	**0.9437083%**
City	Greenfield	Monterey	0.006%		**0.0050552%**
City	King City	Monterey	0.005%		**0.0037355%**
City	Marina	Monterey	0.017%		**0.0144098%**
City	Monterey	Monterey	0.041%		**0.0336540%**
City	Pacific Grove	Monterey	0.009%		**0.0074842%**
City	Salinas	Monterey	0.094%		**0.0776576%**
City	Seaside	Monterey	0.023%		**0.0191772%**
City	Soledad	Monterey	0.007%		**0.0060870%**
County	***Napa County***	Napa	0.288%	0.352%	**0.2994325%**
City	American Canyon	Napa	0.017%		**0.0136869%**
City	Napa	Napa	0.078%		**0.0642783%**
County	***Nevada County***	Nevada	0.441%	0.539%	**0.4579827%**
City	Grass Valley	Nevada	0.024%		**0.0197805%**
City	Truckee	Nevada	0.003%		**0.0023843%**
County	***Orange County***	Orange	4.364%	5.339%	**4.5363576%**
City	Aliso Viejo	Orange	0.014%		**0.0113841%**
City	Anaheim	Orange	0.554%	0.678%	**0.5759282%**
City	Brea	Orange	0.086%		**0.0708897%**
City	Buena Park	Orange	0.087%		**0.0714352%**
City	Costa Mesa	Orange	0.124%	0.152%	**0.1288366%**
City	Cypress	Orange	0.033%		**0.0271937%**
City	Dana Point	Orange	0.001%		**0.0005560%**

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City	Fountain Valley	Orange	0.055%		**0.0455980%**
City	Fullerton	Orange	0.137%	0.168%	**0.1425744%**
City	Garden Grove	Orange	0.213%		**0.1752482%**
City	Huntington Beach	Orange	0.247%	0.302%	**0.2568420%**
City	Irvine	Orange	0.139%	0.170%	**0.1442350%**
City	Laguna Beach	Orange	0.047%	0.058%	**0.0493043%**
City	Laguna Hills	Orange	0.014%		**0.0115457%**
City	Laguna Niguel	Orange	0.001%		**0.0007071%**
City	Laguna Woods	Orange	0.001%		**0.0006546%**
City	La Habra	Orange	0.060%	0.073%	**0.0621049%**
City	Lake Forest	Orange	0.012%		**0.0101249%**
City	La Palma	Orange	0.012%		**0.0095439%**
City	Los Alamitos	Orange	0.008%		**0.0069190%**
City	Mission Viejo	Orange	0.014%		**0.0117560%**
City	Newport Beach	Orange	0.179%		**0.1470134%**
City	Orange	Orange	0.150%		**0.1231320%**
City	Placentia	Orange	0.029%	0.035%	**0.0298912%**
City	Rancho Santa Margarita	Orange	0.001%		**0.0006296%**
City	San Clemente	Orange	0.008%	0.010%	**0.0086083%**
City	San Juan Capistrano	Orange	0.008%		**0.0065510%**
City	Santa Ana	Orange	0.502%	0.614%	**0.5213866%**
City	Seal Beach	Orange	0.020%		**0.0165891%**
City	Stanton	Orange	0.035%		**0.0291955%**
City	Tustin	Orange	0.073%		**0.0600341%**
City	Westminster	Orange	0.104%	0.127%	**0.1082721%**
City	Yorba Linda	Orange	0.044%		**0.0362223%**
County	***Placer County***	Placer	1.045%	1.278%	**1.0861002%**
City	Auburn	Placer	0.017%		**0.0141114%**
City	Lincoln	Placer	0.031%		**0.0255599%**
City	Rocklin	Placer	0.076%		**0.0625485%**

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City	Roseville	Placer	0.196%		**0.1616559%**
County	***Plumas County***	Plumas	0.205%	0.251%	**0.2128729%**
County	***Riverside County***	Riverside	4.534%	5.547%	**4.7128296%**
City	Banning	Riverside	0.017%		**0.0143848%**
City	Beaumont	Riverside	0.021%		**0.0171135%**
City	Blythe	Riverside	0.012%		**0.0096714%**
City	Canyon Lake	Riverside	0.000%		**0.0001761%**
City	Cathedral City	Riverside	0.067%		**0.0553614%**
City	Coachella	Riverside	0.021%		**0.0173054%**
City	Corona	Riverside	0.147%		**0.1207083%**
City	Desert Hot Springs	Riverside	0.024%		**0.0200433%**
City	Eastvale	Riverside	0.000%		**0.0002747%**
City	Hemet	Riverside	0.051%		**0.0421792%**
City	Indio	Riverside	0.056%		**0.0457794%**
City	Jurupa Valley	Riverside	0.001%		**0.0008991%**
City	Lake Elsinore	Riverside	0.021%		**0.0172949%**
City	La Quinta	Riverside	0.063%		**0.0516732%**
City	Menifee	Riverside	0.032%		**0.0260909%**
City	Moreno Valley	Riverside	0.137%		**0.1130348%**
City	Murrieta	Riverside	0.048%	0.059%	**0.0497423%**
City	Norco	Riverside	0.016%		**0.0134542%**
City	Palm Desert	Riverside	0.083%		**0.0682465%**
City	Palm Springs	Riverside	0.076%		**0.0629862%**
City	Perris	Riverside	0.009%		**0.0076774%**
City	Rancho Mirage	Riverside	0.052%		**0.0431098%**
City	Riverside	Riverside	0.268%		**0.2206279%**
City	San Jacinto	Riverside	0.010%		**0.0085936%**
City	Temecula	Riverside	0.022%		**0.0180086%**
City	Wildomar	Riverside	0.008%		**0.0062500%**
County	***Sacramento County***	Sacramento	3.797%	4.645%	**3.9465887%**

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City	Citrus Heights	Sacramento	0.057%		**0.0465312%**
City	Elk Grove	Sacramento	0.130%		**0.1066994%**
City	Folsom	Sacramento	0.108%		**0.0890850%**
City	Galt	Sacramento	0.017%		**0.0143704%**
City	Rancho Cordova	Sacramento	0.008%		**0.0067679%**
City	Sacramento	Sacramento	0.721%	0.882%	**0.7496530%**
County	***San Benito County***	San Benito	0.106%	0.130%	**0.1101417%**
City	Hollister	San Benito	0.027%		**0.0225355%**
County	***San Bernardino County***	San Bernardino	3.259%	3.987%	**3.3878124%**
City	Adelanto	San Bernardino	0.008%		**0.0066640%**
City	Apple Valley	San Bernardino	0.025%		**0.0207360%**
City	Barstow	San Bernardino	0.015%		**0.0122056%**
City	Chino	San Bernardino	0.064%		**0.0525893%**
City	Chino Hills	San Bernardino	0.001%		**0.0006388%**
City	Colton	San Bernardino	0.031%		**0.0253443%**
City	Fontana	San Bernardino	0.112%		**0.0920543%**
City	Grand Terrace	San Bernardino	0.006%		**0.0051051%**
City	Hesperia	San Bernardino	0.035%		**0.0291522%**
City	Highland	San Bernardino	0.004%		**0.0029061%**
City	Loma Linda	San Bernardino	0.009%		**0.0071188%**
City	Montclair	San Bernardino	0.039%		**0.0322108%**
City	Ontario	San Bernardino	0.179%		**0.1472934%**
City	Rancho Cucamonga	San Bernardino	0.084%		**0.0689431%**
City	Redlands	San Bernardino	0.057%		**0.0469150%**
City	Rialto	San Bernardino	0.073%		**0.0603206%**
City	San Bernardino	San Bernardino	0.178%		**0.1461880%**
City	Twentynine Palms	San Bernardino	0.002%		**0.0012605%**
City	Upland	San Bernardino	0.052%		**0.0424460%**
City	Victorville	San Bernardino	0.033%		**0.0269400%**
City	Yucaipa	San Bernardino	0.016%		**0.0128772%**

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City	Yucca Valley	San Bernardino	0.003%		**0.0021228%**
County	***San Diego County***	San Diego	5.706%	6.980%	**5.9309748%**
City	Carlsbad	San Diego	0.128%		**0.1050485%**
City	Chula Vista	San Diego	0.189%	0.231%	**0.1961456%**
City	Coronado	San Diego	0.044%		**0.0359095%**
City	El Cajon	San Diego	0.113%		**0.0933582%**
City	Encinitas	San Diego	0.061%	0.074%	**0.0630289%**
City	Escondido	San Diego	0.145%		**0.1192204%**
City	Imperial Beach	San Diego	0.014%		**0.0118283%**
City	La Mesa	San Diego	0.055%	0.068%	**0.0575593%**
City	Lemon Grove	San Diego	0.022%		**0.0183911%**
City	National City	San Diego	0.080%		**0.0656808%**
City	Oceanside	San Diego	0.213%		**0.1753428%**
City	Poway	San Diego	0.062%		**0.0511040%**
City	San Diego	San Diego	1.975%	2.416%	**2.0531169%**
City	San Marcos	San Diego	0.089%		**0.0733897%**
City	Santee	San Diego	0.033%		**0.0268401%**
City	Solana Beach	San Diego	0.017%		**0.0138564%**
City	Vista	San Diego	0.052%		**0.0425144%**
Consolidated	***San Francisco***	San Francisco	3.026%	3.702%	**3.1457169%**
County	***San Joaquin County***	San Joaquin	1.680%	2.055%	**1.7460399%**
City	Lathrop	San Joaquin	0.009%		**0.0075394%**
City	Lodi	San Joaquin	0.053%		**0.0439484%**
City	Manteca	San Joaquin	0.054%		**0.0443454%**
City	Ripon	San Joaquin	0.013%		**0.0104219%**
City	Stockton	San Joaquin	0.313%	0.383%	**0.3256176%**
City	Tracy	San Joaquin	0.084%		**0.0692047%**
County	***San Luis Obispo County***	San Luis Obispo	0.816%	0.999%	**0.8484126%**
City	Arroyo Grande	San Luis Obispo	0.024%		**0.0199053%**
City	Atascadero	San Luis Obispo	0.029%		**0.0240680%**

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City	El Paso de Robles (Paso Robles)	San Luis Obispo	0.043%		**0.0353456%**
City	Grover Beach	San Luis Obispo	0.017%		**0.0137881%**
City	Morro Bay	San Luis Obispo	0.020%		**0.0160922%**
City	San Luis Obispo	San Luis Obispo	0.077%		**0.0637841%**
County	***San Mateo County***	San Mateo	1.074%	1.313%	**1.1159599%**
City	Belmont	San Mateo	0.021%		**0.0169860%**
City	Burlingame	San Mateo	0.019%		**0.0152537%**
City	Daly City	San Mateo	0.044%		**0.0363880%**
City	East Palo Alto	San Mateo	0.013%		**0.0103982%**
City	Foster City	San Mateo	0.020%		**0.0166101%**
City	Half Moon Bay	San Mateo	0.004%		**0.0031638%**
City	Hillsborough	San Mateo	0.013%		**0.0110029%**
City	Menlo Park	San Mateo	0.015%		**0.0126209%**
City	Millbrae	San Mateo	0.013%		**0.0105836%**
City	Pacifica	San Mateo	0.016%		**0.0130625%**
City	Redwood City	San Mateo	0.056%		**0.0463511%**
City	San Bruno	San Mateo	0.021%		**0.0172161%**
City	San Carlos	San Mateo	0.013%		**0.0108885%**
City	San Mateo	San Mateo	0.052%		**0.0425841%**
City	South San Francisco	San Mateo	0.043%		**0.0353943%**
County	***Santa Barbara County***	Santa Barbara	1.132%	1.385%	**1.1768968%**
City	Carpinteria	Santa Barbara	0.001%		**0.0008938%**
City	Goleta	Santa Barbara	0.004%		**0.0028969%**
City	Lompoc	Santa Barbara	0.047%		**0.0389379%**
City	Santa Barbara	Santa Barbara	0.122%		**0.1004559%**
City	Santa Maria	Santa Barbara	0.058%		**0.0479179%**
County	***Santa Clara County***	Santa Clara	2.404%	2.941%	**2.4987553%**
City	Campbell	Santa Clara	0.014%		**0.0112566%**
City	Cupertino	Santa Clara	0.008%		**0.0066824%**
City	Gilroy	Santa Clara	0.025%		**0.0202891%**

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City	Los Altos	Santa Clara	0.013%		**0.0103338%**
City	Los Gatos	Santa Clara	0.013%		**0.0103220%**
City	Milpitas	Santa Clara	0.036%		**0.0298120%**
City	Morgan Hill	Santa Clara	0.015%		**0.0124619%**
City	Mountain View	Santa Clara	0.041%		**0.0334608%**
City	Palo Alto	Santa Clara	0.039%		**0.0323080%**
City	San Jose	Santa Clara	0.294%	0.360%	**0.3054960%**
City	Santa Clara	Santa Clara	0.067%		**0.0549723%**
City	Saratoga	Santa Clara	0.004%		**0.0034161%**
City	Sunnyvale	Santa Clara	0.053%		**0.0434069%**
County	***Santa Cruz County***	Santa Cruz	0.783%	0.957%	**0.8135396%**
City	Capitola	Santa Cruz	0.020%		**0.0168191%**
City	Santa Cruz	Santa Cruz	0.143%		**0.1180348%**
City	Scotts Valley	Santa Cruz	0.015%		**0.0126525%**
City	Watsonville	Santa Cruz	0.063%		**0.0520136%**
County	***Shasta County***	Shasta	1.095%	1.339%	**1.1380191%**
City	Anderson	Shasta	0.024%		**0.0198896%**
City	Redding	Shasta	0.284%		**0.2334841%**
City	Shasta Lake	Shasta	0.004%		**0.0031993%**
County	***Siskiyou County***	Siskiyou	0.228%	0.279%	**0.2373393%**
County	***Solano County***	Solano	0.760%		**0.6260795%**
City	Benicia	Solano	0.031%		**0.0253903%**
City	Dixon	Solano	0.016%		**0.0130849%**
City	Fairfield	Solano	0.109%		**0.0897317%**
City	Suisun City	Solano	0.021%		**0.0176183%**
City	Vacaville	Solano	0.119%		**0.0976497%**
City	Vallejo	Solano	0.167%		**0.1373644%**
County	***Sonoma County***	Sonoma	1.218%	1.490%	**1.2661290%**
City	Healdsburg	Sonoma	0.032%		**0.0266929%**
City	Petaluma	Sonoma	0.081%		**0.0667507%**

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City	Rohnert Park	Sonoma	0.041%		**0.0340759%**
City	Santa Rosa	Sonoma	0.184%		**0.1519070%**
City	Sonoma	Sonoma	0.022%		**0.0183438%**
City	Windsor	Sonoma	0.016%		**0.0129298%**
County	***Stanislaus County***	Stanislaus	1.722%		**1.4182273%**
City	Ceres	Stanislaus	0.041%		**0.0340260%**
City	Modesto	Stanislaus	0.217%		**0.1788759%**
City	Newman	Stanislaus	0.006%		**0.0046964%**
City	Oakdale	Stanislaus	0.018%		**0.0145531%**
City	Patterson	Stanislaus	0.015%		**0.0126590%**
City	Riverbank	Stanislaus	0.010%		**0.0085699%**
City	Turlock	Stanislaus	0.065%		**0.0531966%**
County	***Sutter County***	Sutter	0.306%	0.374%	**0.3179548%**
City	Yuba City	Sutter	0.074%		**0.0606242%**
County	***Tehama County***	Tehama	0.213%	0.261%	**0.2216654%**
City	Red Bluff	Tehama	0.014%		**0.0117771%**
County	***Trinity County***	Trinity	0.082%	0.101%	**0.0855476%**
County	***Tulare County***	Tulare	0.809%	0.990%	**0.8410949%**
City	Dinuba	Tulare	0.014%		**0.0116929%**
City	Exeter	Tulare	0.004%		**0.0032479%**
City	Farmersville	Tulare	0.003%		**0.0027879%**
City	Lindsay	Tulare	0.007%		**0.0057111%**
City	Porterville	Tulare	0.021%		**0.0171845%**
City	Tulare	Tulare	0.037%		**0.0302273%**
City	Visalia	Tulare	0.066%		**0.0545872%**
County	***Tuolumne County***	Tuolumne	0.486%	0.594%	**0.5047621%**
County	***Ventura County***	Ventura	2.192%	2.681%	**2.2781201%**
City	Camarillo	Ventura	0.002%		**0.0012815%**
City	Fillmore	Ventura	0.002%		**0.0020294%**
City	Moorpark	Ventura	0.008%		**0.0067337%**

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APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Oxnard	Ventura	0.156%	0.190%	**0.1617338%**
City	Port Hueneme	Ventura	0.021%		**0.0174145%**
City	San Buenaventura (Ventura)	Ventura	0.085%		**0.0702181%**
City	Santa Paula	Ventura	0.014%		**0.0119072%**
City	Simi Valley	Ventura	0.065%		**0.0533043%**
City	Thousand Oaks	Ventura	0.022%		**0.0179902%**
County	***Yolo County***	Yolo	0.357%	0.437%	**0.3713319%**
City	Davis	Yolo	0.055%		**0.0451747%**
City	West Sacramento	Yolo	0.066%		**0.0544321%**
City	Woodland	Yolo	0.058%		**0.0477904%**
County	***Yuba County***	Yuba	0.214%	0.262%	**0.2225679%**
City	Marysville	Yuba	0.014%		**0.0112079%**

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APPENDIX 2

Cost Reimbursement Procedure

1. Additional defined terms:

a) *Costs* means the reasonable amounts paid for the attorney and other City Attorney and County Counsel staff time for individuals employed by a Plaintiff Subdivision at the contractual rate, inclusive of benefits and overhead, together with amounts paid for court reporters, experts, copying, electronic research, travel, vendors, and the like, which were not previously reimbursed and which were paid or incurred (i) prior to December 31, 2022 in litigation against any Opioid Defendant and/or (ii) in negotiating and drafting any CA Allocation Agreement(s) concerning a settlement with any Opioid Defendant(s). *Costs* does not include attorneys' fees, costs, or expenses incurred by private contingency fee counsel. No part of the CA Abatement Accounts Fund will be used to reimburse Costs.

b) *First Claims Date* means October 1, 2023 or when all applications for reimbursement of Costs, in whole or in part, from funds available under Section IX and Exhibit R of the Walgreens Settlement Agreement, Section XIV and Exhibit R of the Teva Settlement Agreement, Section XIII and Exhibit R of the Allergan Settlement Agreement, Section X and Exhibit R of the Distributor Settlement Agreement, Section XI and Exhibit R of the Janssen Settlement Agreement, Section X and Exhibit R of the CVS Settlement Agreement, or Section IX and Exhibit R of the Walmart Settlement Agreement, have been finally determined under the provisions of those agreements, whichever comes first.

c) *Special Master* means a retired judicial officer or former public lawyer, not presently employed or retained by a Plaintiff Subdivision, who will aggregate, review, and determine the reasonable Costs to be awarded to each Plaintiff Subdivision that submits a claim for reimbursement of Costs. The Special Master will be selected by a majority vote of the votes cast by Plaintiff Subdivisions, with each such subdivision having one vote.

d) *Plaintiff Subdivision Committee* means the committee of Plaintiff Subdivisions that will review and approve the invoices submitted by the Special Master reflecting his or her reasonable time and expenses.

2. Cost Reimbursement to Plaintiff Subdivision

a) Purpose. Substantial resources have been expended to hold Opioid Defendants accountable for creating and profiting from the opioid crisis, and this effort has been a significant catalyst in creating National Opioid Settlements with various manufacturers, distributors, and chain pharmacies.

b) Claims Procedure.

i. If a Plaintiff Subdivision is eligible to seek reimbursement of Costs, in whole or in part, from funds available under Section IX and Exhibit R of the Walgreens

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Settlement Agreement, Section XIV and Exhibit R of the Teva Settlement Agreement, Section XIII and Exhibit R of the Allergan Settlement Agreement, Section X and Exhibit R of the CVS Settlement Agreement, Section IX and Exhibit R of the Walmart Settlement Agreement, Section X or Exhibit R of the Distributor Settlement Agreement, or Section XI or Exhibit R of the Janssen Settlement Agreement, it must first make a timely application for reimbursement from such funds. To allow sufficient time for determination of those applications, no claim for Costs to the CA Subdivision Fund under this Agreement may be made before the First Claims Date.

ii. A Plaintiff Subdivision that wishes to be reimbursed from the CA Subdivision Fund must submit a claim to the Special Master no later than forty-five (45) days after the First Claims Date. The Special Master will then compile and redistribute the aggregated claim totals for each Plaintiff Subdivision via email to representatives of all the Plaintiff Subdivisions. A claim for attorney and staff time must list, for each attorney or staff member included in the claim, the following information: name, title, total hours claimed, hourly rate (including, if sought, benefits and share of overhead), and narrative summarizing the general nature of the work performed by the attorney or staff member. For reimbursement of "hard" costs, the subdivision may aggregate across a category (e.g., total for travel costs). It is the intention of the Plaintiff Subdivisions that submission of documents related to reimbursement of Costs does not waive any attorney-client privilege or exemptions to the California Public Records Act.

iii. The Special Master may request, at his or her sole option, additional documents or details to assist in the final award of Costs.

iv. The Special Master will review claims for reasonableness and will notify each Plaintiff Subdivision of the final determination of its claim, and will provide a list of all final awards to all Plaintiff Subdivisions by email or, upon request, via First Class U.S. Mail. Any Plaintiff Subdivision may ask the Special Master to reconsider any final award within twenty-one (21) days. The Special Master will make a final determination on any such reconsideration request within thirty (30) days of receipt.

v. Any decision of the Special Master is final and binding, and will be considered under the California Arbitration Act, Code of Civil Procedure section 1280 et seq. as a final arbitration award. Nothing in this agreement is intended to expand the scope of judicial review of the final award for errors of fact or law, and the Parties agree that they may only seek to vacate the award if clear and convincing evidence demonstrates one of the factors set forth in Code of Civil Procedure, section 1286.2, subdivision (a). Plaintiff Subdivisions will have fourteen (14) days after all final awards are made, together with any final determination of a request for

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reconsideration, to seek review in the Superior Court of California, pursuant to Code of Civil Procedure, section 1285, where the State has filed its Consent Judgment.

vi. The Special Master will prepare a report of Costs that includes his or her fees and expenses at least ninety (90) days before the Payment Date for each Annual Payment. The Special Master's preparation of a report of Costs does not discharge a Plaintiff Subdivision's reporting requirement under Section V(B)(2) of the Walgreens Settlement Agreement.

vii. A member of the Plaintiff Subdivision Committee, which is a CA Participating Subdivision, will submit to the Settlement Fund Administrator and Walgreens a report of the fees and expenses incurred by the Special Master pursuant to Section V(B)(2) of the Walgreens Settlement Agreement.

c) Claims Priority and Limitation.

i. The Special Master will submit invoices for compensation of reasonable fees and expenses to the Plaintiff Subdivision Committee no later than ninety (90) days prior to the Payment Date for each Annual Payment. The Plaintiff Subdivision Committee will promptly review and, if reasonable, approve the Special Master's invoice for compensation. The Plaintiff Subdivision Committee will submit approved invoices to the Settlement Fund Administrator for payment. The Special Master's approved invoices have priority and will be paid first from the CA Subdivision Fund before any award of Costs, subject to the limitation in Section 2.c.v below.

ii. Final Awards of Costs that do not exceed seventy-five thousand dollars ($75,000.00) will be paid next in priority after the Special Master's approved invoices.

iii. Final Awards of Costs in excess of seventy-five thousand dollars ($75,000.00) will be paid proportionally from the funds remaining in that year's Annual Payment.

iv. Any claim for Costs that is not paid in full will be allocated against the next year's distribution from the CA Subdivision Fund, until all approved claims for Costs are paid in full.

v. In no event will more than 50% of the total CA Subdivision Fund received in any year be used to pay Costs or the Special Master's approved invoices.

vi. In no event shall more than $28 million of the total CA Subdivision Funds paid pursuant to the Walgreens Settlement Agreement, Teva Settlement Agreement, Allergan Settlement Agreement, Distributor Settlement Agreement, CVS Settlement Agreement, Janssen Settlement Agreement, and the Walmart Settlement Agreement be used to pay Costs.

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d) Collateral Source Payments and Third-Party Settlement.

i. In the event a Plaintiff Subdivision is awarded compensation, in whole or in part, by any source of funds created as a result of litigation against an Opioid Defendant for its reasonable Costs, it will reduce its claim for Costs from the CA Subdivision Fund by that amount. If a Plaintiff Subdivision has already received a final award of Costs from the CA Subdivision Fund, it will repay the fund up to the prior award of Costs via a payment to the Settlement Fund Administrator or notify the Settlement Fund Administrator that its allocation from the next and subsequent Annual Payments should be reduced accordingly. If the Plaintiff Subdivision is repaying any prior award of Costs, that repayment will occur as soon as is feasible after the Plaintiff Subdivision's receipt of Cost funds from the collateral source, but no more than 90 days after its receipt from the collateral source. The Settlement Fund Administrator will add any repaid Costs to the CA Subdivision Fund. Any Plaintiff Subdivision that has submitted for reimbursement to any national fund and has not received a final determination by the First Claims Date may request that the settlement administrator withhold some or all of its payment from the CA Subdivision Fund in order to avoid repayment.

ii. In the event a Plaintiff Subdivision reaches a monetary settlement or compromise against any Opioid Defendant outside of the National Opioid Settlement, the monetary portion of such settlement, net of fees paid to outside contingency fee counsel and of funds earmarked strictly for abatement, will be credited against its Costs and the subdivision will be ineligible to recover those credited Costs from the CA Subdivision Fund. Plaintiff Subdivisions negotiating monetary settlements or compromises against any Opioid Defendant outside of the National Opioid Settlement will negotiate for funds to repay any Costs it previously received from the CA Subdivision Fund or for Costs it otherwise might be eligible to claim from the CA Subdivision Fund. If such a settlement is paid after all final approved claims for Costs by all Plaintiff Subdivisions are satisfied in full, the settling subdivision will reimburse the CA Subdivision Fund in that amount by making payment to the Settlement Fund Administrator to add to the CA Subdivision Fund in a manner consistent with the repayments described in section 2.d.i above.

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APPENDIX 3

CALIFORNIA-SUBDIVISION BACKSTOP AGREEMENT

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

In light of the Order, and at the request of [SUBDIVISION], the [SUBDIVISION], its counsel [COUNSEL], and the California Attorney General, on behalf of the State of California, are entering into this California-Subdivision Backstop Agreement (Backstop Agreement).

[SUBDIVISION] and [COUNSEL] intend this Backstop Agreement to constitute a State Back-Stop Agreement as that term is used in the Order and in Exhibit R (Agreement on Attorneys' Fees, Costs, and Expenses) of the Walgreens Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Walgreens Settlement Agreement and CA Walgreens Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the Walgreens Settlement CA Subdivision Fund to pay a contingent fee to [COUNSEL]. Any such payment from [SUBDIVISION] to [COUNSEL], together with any contingency fees that [COUNSEL] may receive from the national Attorney Fee Fund, will not exceed a total contingency fee of [PERCENTAGE NOT TO EXCEED 15%] of the total gross recovery of [SUBDIVISION] from the Walgreens Settlement.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Walgreens Settlement Agreement before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this backstop agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

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

[DATE]	[SUBDIVISION SIGNATURE BLOCK]
[DATE]	[COUNSEL SIGNATURE BLOCK]
[DATE]	[ATTORNEY GENERAL SIGNATURE BLOCK]

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Proposed California State-Subdivision Agreement
Regarding Distribution and Use of
Settlement Funds – Walmart Settlement

1. Introduction

Pursuant to the Walmart Settlement Agreement, dated as of November 14, 2022, and any revision thereto (the "Walmart Settlement Agreement"), including Section V and Exhibit O, the State of California proposes this agreement (the "CA Walmart Allocation Agreement") to govern the allocation, distribution, and use of Settlement Fund payments made to California pursuant to Sections IV and V of the Walmart Settlement Agreement. For the avoidance of doubt, this agreement does not apply to payments made pursuant to Sections VIII or IX of the Walmart Settlement Agreement.

Pursuant to Exhibit O, Paragraph 4, of the Walmart Settlement Agreement, acceptance of this CA Walmart Allocation Agreement is a requirement to be a Participating Subdivision.

2. Definitions

a) *CA Participating Subdivision* means a Participating Subdivision that is also (a) a Plaintiff Subdivision and/or (b) a Primary Subdivision with a population equal to or greater than 10,000. For the avoidance of doubt, eligible CA Participating Subdivisions are those California subdivisions listed in Exhibit C (excluding Litigating Special Districts) and/or Exhibit I to the Walmart Settlement Agreement.

b) *Allergan Settlement Agreement* means the Allergan Settlement Agreement dated November 22, 2022, and any revision thereto.

c) *CVS Settlement Agreement* means the CVS Settlement Agreement dated December 9, 2022, and any revision thereto as well as any modification thereto entered into by the State of California and CVS.

d) *Distributor Settlement Agreement* means the Distributor Settlement Agreement dated July 21, 2021, and any revision thereto.

e) *Janssen Settlement Agreement* means the Janssen Settlement Agreement dated July 21, 2021, and any revision thereto.

f) *Teva Settlement Agreement* means the Teva Settlement Agreement dated November 22, 2022, and any revision thereto.

g) *Walgreens Settlement Agreement* means the Walgreens Settlement Agreement dated December 9, 2022, and any revision thereto.

h) *CA Litigating Special District* means a Litigating Special District located in California. CA Litigating Special Districts include Downey Unified School District, Elk Grove Unified School District, Kern High School District, Montezuma Fire Protection District (located in Stockton, California), Santa Barbara San Luis Obispo Regional Health Authority, Inland Empire Health Plan, Health Plan of San Joaquin, San Leandro Unified School District, Pleasant Valley School District Board, and LA Care Health Plan.

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i) *Plaintiff Subdivision* means a Subdivision located in California, other than a CA Litigating Special District, that filed a lawsuit, on behalf of the Subdivision and/or through an official of the Subdivision on behalf of the People of the State of California, against one or more Opioid Defendants prior to October 1, 2020.

j) *Opioid Defendant* means any defendant (including but not limited to Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., Walgreen Co., Walmart Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc., AmerisourceBergen Corporation, and McKesson Corporation) named in a lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.

3. General Terms

This agreement is subject to the requirements of the Walmart Settlement Agreement, as well as applicable law, and the Walmart Settlement Agreement governs over any inconsistent provision of this CA Walmart Allocation Agreement. Terms used in this CA Walmart Allocation Agreement have the same meaning as in the Walmart Settlement Agreement unless otherwise defined herein.

Pursuant to Section V(D)(1) of the Walmart Settlement Agreement, (a) all Settlement Fund payments will be used for Opioid Remediation, except as allowed by Section V(B)(2) of the Walmart Settlement Agreement; and (b) at least seventy percent (70%) of Settlement Fund payment amounts will be used solely for future Opioid Remediation.

4. State Allocation

The Settlement Fund payments to California,[1] pursuant to the Walmart Settlement Agreement, shall be allocated as follows: 15% to the State Fund; 70% to the Abatement Accounts Fund; and 15% to the Subdivision Fund. For the avoidance of doubt, all funds allocated to California from the Settlement Fund shall be combined pursuant to this CA Walmart Allocation Agreement, and 15% of that total shall be allocated to the State of California (the "State of California Allocation"), 70% to the California Abatement Accounts Fund ("CA Abatement Accounts Fund"), and 15% to the California Subdivision Fund ("CA Subdivision Fund").

[1] For purposes of clarity, use of the term "California" refers to the geographic territory of California and the state and its local governments therein. The term "State" or "State of California" refers to the State of California as a governmental unit.

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A. State of California Allocation

Fifteen percent of the total Settlement Fund payments will be allocated to the State and used by the State for future Opioid Remediation.

B. CA Abatement Accounts Fund

i. Allocation of CA Abatement Accounts Funds

a) Seventy percent of the total Settlement Fund payments will be allocated to the CA Abatement Accounts Fund. The funds in the CA Abatement Accounts Fund will be allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision. The percentage from the CA Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 in the column entitled abatement percentage (the "Local Allocation"). For the avoidance of doubt, CA Litigating Special Districts and California towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of CA Abatement Accounts Funds.

b) A CA Participating Subdivision that is a county, or a city and county, will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision, and will receive payments as provided in the Walmart Settlement Agreement.

c) A CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is a CA Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county's share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of CA Abatement Accounts Funds) and reported on in accordance with Section 4.B.iii (CA Abatement Accounts Fund Oversight).

d) A city within a county that is a CA Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Fund Administrator at least 60 days prior to a Payment Date. For purposes of this CA Walmart Allocation Agreement, the Cities of Los Angeles, Oakland, San Diego, San Jose and Eureka will be deemed to have elected direct payment if they become Participating Subdivisions.

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e) The State will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision.

f) Funds received by a CA Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the Walmart Settlement Agreement and this CA Walmart Allocation Agreement shall be transferred to the State; provided however, that CA Participating Subdivisions have seven years to expend or encumber CA Abatement Accounts Funds designated to support capital outlay projects before they must be transferred to the State. This provision shall not apply to the Cost Reimbursement Funds, which shall be controlled by Appendix 2.

ii. Use of CA Abatement Accounts Funds

a) The CA Abatement Accounts Funds will be used for future Opioid Remediation in one or more of the areas described in the List of Opioid Remediation Uses, which is Exhibit E to the Walmart Settlement Agreement.

b) In addition to this requirement, no less than 50% of the funds received by a CA Participating Subdivision from the Abatement Accounts Fund in each calendar year will be used for one or more of the following High Impact Abatement Activities:

(1) the provision of matching funds or operating costs for substance use disorder facilities within the Behavioral Health Continuum Infrastructure Program;

(2) creating new or expanded Substance Use Disorder ("SUD") treatment infrastructure;

(3) addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD;

(4) diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction; and/or

(5) interventions to prevent drug addiction in vulnerable youth.

c) The California Department of Health Care Services ("DHCS") may add to this list (but not delete from it) by designating additional High Impact Abatement Activities. DHCS will make reasonable efforts to consult with stakeholders, including the CA Participating Subdivisions, before adding additional High Impact Abatement Activities to this list.

d) For the avoidance of doubt, and subject to the requirements of the Walmart Settlement Agreement and applicable law, CA Participating Subdivisions may form agreements or ventures, or otherwise work in collaboration with, federal, state, local, tribal or private sector entities in pursuing Opioid Remediation activities funded from the CA Abatement

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Accounts Fund. Further, provided that all CA Abatement Accounts Funds are used for Opioid Remediation consistent with the Walmart Settlement Agreement and this CA Walmart Allocation Agreement, a county and any cities or towns within the county may agree to reallocate their respective shares of the CA Abatement Accounts Funds among themselves, provided that any direct distribution may only be to a CA Participating Subdivision and any CA Participating Subdivision must agree to their share being reallocated.

iii. CA Abatement Accounts Fund Oversight

a) Pursuant to Section 5 below, CA Participating Subdivisions receiving settlement funds must prepare and file reports annually regarding the use of those funds. DHCS may regularly review the reports prepared by CA Participating Subdivisions about the use of CA Abatement Accounts Funds for compliance with the Walmart Settlement Agreement and this CA Walmart Allocation Agreement.

b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the Walmart Settlement Agreement or this CA Walmart Allocation Agreement, whether through review of reports or information from any other sources, DHCS shall send a request to meet and confer with the CA Participating Subdivision. The parties shall meet and confer in an effort to resolve the concern.

c) If the parties are unable to reach a resolution, DHCS may conduct an audit of the Subdivision's use of the CA Abatement Accounts Funds within one year of the request to meet and confer, unless the parties mutually agree in writing to extend the meet and confer time frame.

d) If the concern still cannot be resolved, the State may bring a motion or action in the court where the State has filed its Consent Judgment to resolve the concern or otherwise enforce the requirements of the Walmart Settlement Agreement or this CA Walmart Allocation Agreement. However, in no case shall any audit be conducted, or motion be brought, as to a specific expenditure of funds, more than five years after the date on which the expenditure of the funds was reported to DHCS, in accordance with this agreement.

e) Notwithstanding the foregoing, this Agreement does not limit the statutory or constitutional authority of any state or local agency or official to conduct audits, investigations, or other oversight activities, or to pursue administrative, civil, or criminal enforcement actions.

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C. CA Subdivision Fund

i. Fifteen percent of the total Settlement Fund payments will be allocated to the CA Subdivision Fund. All funds in the CA Subdivision Fund will be allocated among the Plaintiff Subdivisions that are Participating Subdivisions. The funds will be used, subject to any limits imposed by the Walmart Settlement Agreement and this CA Walmart Allocation Agreement, to fund future Opioid Remediation and reimburse past opioid-related expenses, which may include fees and expenses related to litigation, and to pay the reasonable fees and expenses of the Special Master as set forth in Appendix 2.

The CA Subdivision Funds will be allocated as follows:

a) First, funds in the CA Subdivision Fund shall be used to pay the Special Master's reasonable fees and expenses in accordance with the procedures and limitations set forth in Appendix 2 to this document;

b) Second, funds will be allocated to Plaintiff Subdivisions that are Participating Subdivisions that have been awarded Costs, as defined by and in accordance with the procedures and limitations set forth in Appendix 2 to this document.

c) Funds remaining in the CA Subdivision Fund, which shall consist of no less than 50% of the total CA Subdivision Fund received in any year pursuant to Appendix 2, Section 2.c.v, will be distributed to Plaintiff Subdivisions that are Participating Subdivisions, in relative proportion to the Local Allocation. These funds shall be used to fund future opioid-related projects and to reimburse past opioid-related expenses, which may include fees and expenses related to litigation against any Opioid Defendant.

D. Provision for State Back-Stop Agreement

On August 6, 2021, Judge Dan Polster of the U.S. District Court, Northern District of Ohio, Eastern Division, issued an order (ECF Docket Number 3814) ("MDL Fees Order") in the National Prescription Opiate Litigation (MDL No. 2804) "cap[ping] all applicable contingent fee agreements at 15%." Private counsel representing Plaintiff Subdivisions should seek its contingency fees and costs from the Attorney Fee Fund or Cost Funds under the Walmart Settlement Agreement, and, if applicable, the Allergan Settlement Agreement, CVS Settlement Agreement, Distributor Settlement Agreement, Janssen Settlement Agreement, Teva Settlement Agreement, and Walgreens Settlement Agreement.

A Plaintiff Subdivision may separately agree to use its share of the CA Subdivision Fund to pay for fees or costs incurred by its contingency-fee counsel ("State Back-Stop Agreement"), pursuant to Exhibit R, section I(W), of the Walmart Settlement Agreement and the MDL Fees Order, so long as such contingency fees do not exceed a total contingency fee of 15% of the total gross recovery of the Plaintiff Subdivision pursuant to the Walmart Settlement, inclusive of contingency fees from the national Attorney Fee Fund and this State Back-Stop Agreement. Before seeking fees or litigation costs and expenses from a State Back-Stop Agreement, private

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counsel representing Plaintiff Subdivisions must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the Walmart Settlement Agreement. Further, private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.

To effectuate a State Back-Stop Agreement pursuant to this section, an agreement in the form of Appendix 3 may be entered into by a Plaintiff Subdivision, private counsel, and the California Office of the Attorney General. The California Office of the Attorney General shall, upon the request of a Plaintiff Subdivision, execute any agreement executed by a Plaintiff Subdivision and its private counsel if it is in the form of Appendix 3. The California Office of the Attorney General will also consider requests from Plaintiff Subdivisions to execute and enter into agreements presented in other forms.

For the avoidance of doubt, this agreement does not require a Plaintiff Subdivision to request or enter into a State Back-Stop Agreement, and no State Back-Stop Agreement shall impose any duty or obligation on the State of California or any of its agencies or officers, including without limitation the Attorney General.

5. State and Subdivision Reporting

a) DHCS will prepare an annual written report regarding the State's use of funds from the settlement until those funds are fully expended and for one year thereafter. These reports will be made publicly available on the DHCS web site.

b) Each CA Participating Subdivision that receives payments of funds from the settlement will prepare written reports at least annually regarding the use of those funds, until those funds are fully expended and for one year thereafter. These reports will also include a certification that all funds that the CA Participating Subdivision has received through the settlement have been used in compliance with the Walmart Settlement Agreement and this CA Walmart Allocation Agreement. The report will be in a form reasonably determined by DHCS. Prior to specifying the form of the report DHCS will confer with representatives of the Plaintiff Subdivisions.

c) The State and all CA Participating Subdivisions receiving CA Abatement Accounts Funds will track all deposits and expenditures. Each such subdivision is responsible solely for the CA Abatement Accounts Funds it receives. A county is not responsible for oversight, reporting, or monitoring of CA Abatement Accounts Funds received by a city within that county that receives direct payment. Unless otherwise exempt, Subdivisions' expenditures and uses of CA Abatement Accounts Funds and other Settlement Funds will be subject to the normal budgetary and expenditure process of the Subdivision.

d) Each Plaintiff Subdivision receiving CA Subdivision Funds will track all deposits and expenditures, as required by the Walmart Settlement Agreement and this CA Walmart Allocation Agreement. Among other things, Plaintiff Subdivisions using monies from the CA Subdivision Fund for purposes that do not qualify as Opioid Remediation must identify and include in their annual report, the amount and how such funds were used, including if used to pay attorneys' fees, investigation costs, or litigation costs. Pursuant to Section V(B)(2) of the Walmart Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and Walmart.

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e) In each year in which DHCS prepares an annual report DHCS will also host a meeting to discuss the annual report and the Opioid Remediation activities being carried out by the State and Participating Subdivisions.

6. Miscellaneous

a) The State or any CA Participating Subdivision may bring a motion or action in the court where the State has filed its Consent Judgment to enforce the requirements of this CA Walmart Allocation Agreement. Before filing such a motion or action the State will meet and confer with any CA Participating Subdivision that is the subject of the anticipated motion or action, and vice versa.

b) Except as provided in the Walmart Settlement Agreement, this CA Walmart Allocation Agreement is not enforceable by any party other than the State and the CA Participating Subdivisions. It does not confer any rights or remedies upon, and shall not be enforceable by, any third party.

c) Except as provided in the CA Walmart Allocation Agreement, if any provision of this agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this agreement will be valid and enforceable to the fullest extent permitted by law.

d) Except as provided in the Walmart Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.

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The undersigned, City of Aliso Viejo, ACKNOWLEDGES acceptance of this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Walmart Settlement is a requirement to be an Initial Participating Subdivision in the Walmart Settlement and ACCEPTS this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Walmart Settlement. EXECUTED on .

Signature: _____

Name: _____

Title: _____

Date: _____

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DISCLAIMER: The allocation percentages herein are estimates only and should not be relied on for decisions regarding legal rights, releases, waivers, or other decisions affecting current or potential legal claims. Percentages shown in the Plaintiff Subdivision Percentage column may change pursuant to Section 4.C. of the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds—Walmart Settlement, whereas the percentages shown in the Abatement Percentage column should not change. Participating Subdivisions, underlying calculations, and the calculated allocation percentages are subject to change. Regarding the column herein entitled "Abatement Percentage," pursuant to Section 4.B.e., the State of California will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision. Regarding the column herein entitled "Plaintiff Subdivision Percentage," payments allocated to a Plaintiff Subdivision, which is not an Initial Participating Subdivision, will be re-allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. Regarding the column herein entitled "Abatement Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Abatement Account Funds received, pursuant to Section 4.B. Regarding the column herein entitled "Plaintiff Subdivision Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Subdivision Funds received, pursuant to Section 4.C. Regarding the column herein entitled "Weighted Allocation Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the combined and weighted allocation of the Abatement Percentage and the Plaintiff Subdivision Percentage.

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			100.000%	100.000%	100.000%
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
County	***Alameda County***	Alameda	2.332%	2.853%	**2.4237952%**
City	Alameda	Alameda	0.069%		**0.0570162%**
City	Albany	Alameda	0.013%		**0.0107768%**
City	Berkeley	Alameda	0.152%		**0.1249656%**
City	Dublin	Alameda	0.033%	0.040%	**0.0338810%**
City	Emeryville	Alameda	0.023%		**0.0185765%**
City	Fremont	Alameda	0.108%		**0.0888576%**
City	Hayward	Alameda	0.117%		**0.0966218%**
City	Livermore	Alameda	0.054%		**0.0446740%**
City	Newark	Alameda	0.026%		**0.0217626%**
City	Oakland	Alameda	0.486%	0.595%	**0.5055601%**
City	Piedmont	Alameda	0.014%		**0.0114064%**
City	Pleasanton	Alameda	0.067%		**0.0554547%**
City	San Leandro	Alameda	0.039%		**0.0321267%**
City	Union City	Alameda	0.043%		**0.0352484%**
County	***Amador County***	Amador	0.226%	0.277%	**0.2349885%**
County	***Butte County***	Butte	1.615%	1.975%	**1.6783178%**
City	Chico	Butte	0.216%	0.264%	**0.2246499%**
City	Oroville	Butte	0.079%		**0.0646595%**
County	***Calaveras County***	Calaveras	0.226%	0.277%	**0.2351644%**
County	***Colusa County***	Colusa	0.059%		**0.0489221%**
County	***Contra Costa County***	Contra Costa	2.102%	2.571%	**2.1844585%**
City	Antioch	Contra Costa	0.037%		**0.0301879%**
City	Brentwood	Contra Costa	0.026%		**0.0215339%**
City	Clayton	Contra Costa	0.002%		**0.0018060%**
City	Concord	Contra Costa	0.055%		**0.0456676%**
City	Danville	Contra Costa	0.010%		**0.0082255%**
City	El Cerrito	Contra Costa	0.023%		**0.0189024%**
City	Hercules	Contra Costa	0.010%		**0.0078273%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Lafayette	Contra Costa	0.006%		**0.0046030%**
City	Martinez	Contra Costa	0.012%		**0.0098593%**
City	Moraga	Contra Costa	0.004%		**0.0031007%**
City	Oakley	Contra Costa	0.010%		**0.0079416%**
City	Orinda	Contra Costa	0.005%		**0.0038157%**
City	Pinole	Contra Costa	0.013%		**0.0110909%**
City	Pittsburg	Contra Costa	0.053%		**0.0436369%**
City	Pleasant Hill	Contra Costa	0.013%		**0.0106309%**
City	Richmond	Contra Costa	0.146%		**0.1201444%**
City	San Pablo	Contra Costa	0.018%		**0.0148843%**
City	San Ramon	Contra Costa	0.021%		**0.0176459%**
City	Walnut Creek	Contra Costa	0.026%		**0.0212132%**
County	***Del Norte County***	Del Norte	0.114%	0.140%	**0.1189608%**
County	***El Dorado County***	El Dorado	0.768%	0.939%	**0.7980034%**
City	Placerville	El Dorado	0.015%		**0.0127642%**
City	South Lake Tahoe	El Dorado	0.081%		**0.0665456%**
County	***Fresno County***	Fresno	1.895%	2.318%	**1.9693410%**
City	Clovis	Fresno	0.065%		**0.0536211%**
City	Coalinga	Fresno	0.012%		**0.0098554%**
City	Fresno	Fresno	0.397%		**0.3270605%**
City	Kerman	Fresno	0.005%		**0.0042534%**
City	Kingsburg	Fresno	0.008%		**0.0066167%**
City	Mendota	Fresno	0.002%		**0.0019387%**
City	Orange Cove	Fresno	0.004%		**0.0035607%**
City	Parlier	Fresno	0.008%		**0.0069755%**
City	Reedley	Fresno	0.012%		**0.0098804%**
City	Sanger	Fresno	0.018%		**0.0146135%**
City	Selma	Fresno	0.015%		**0.0127537%**
County	***Glenn County***	Glenn	0.107%	0.131%	**0.1116978%**
County	***Humboldt County***	Humboldt	1.030%	1.260%	**1.0703185%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Arcata	Humboldt	0.054%		**0.0447660%**
City	Eureka	Humboldt	0.117%	0.143%	**0.1216284%**
City	Fortuna	Humboldt	0.032%		**0.0266837%**
County	***Imperial County***	Imperial	0.258%	0.315%	**0.2679006%**
City	Brawley	Imperial	0.011%		**0.0087986%**
City	Calexico	Imperial	0.019%		**0.0152799%**
City	El Centro	Imperial	0.158%		**0.1302522%**
City	Imperial	Imperial	0.006%		**0.0048791%**
County	***Inyo County***	Inyo	0.073%	0.089%	**0.0754413%**
County	***Kern County***	Kern	2.517%	3.079%	**2.6159145%**
City	Arvin	Kern	0.006%		**0.0046425%**
City	Bakersfield	Kern	0.212%		**0.1747198%**
City	California City	Kern	0.009%		**0.0070820%**
City	Delano	Kern	0.030%		**0.0249316%**
City	McFarland	Kern	0.003%		**0.0025644%**
City	Ridgecrest	Kern	0.015%		**0.0120938%**
City	Shafter	Kern	0.013%		**0.0103417%**
City	Tehachapi	Kern	0.009%		**0.0073580%**
City	Wasco	Kern	0.008%		**0.0069861%**
County	***Kings County***	Kings	0.293%		**0.2413469%**
City	Avenal	Kings	0.007%		**0.0056335%**
City	Corcoran	Kings	0.013%		**0.0107032%**
City	Hanford	Kings	0.027%		**0.0226038%**
City	Lemoore	Kings	0.016%		**0.0131900%**
County	***Lake County***	Lake	0.795%		**0.6545389%**
City	Clearlake	Lake	0.041%	0.050%	**0.0426253%**
City	Lakeport	Lake	0.021%	0.026%	**0.0222964%**
County	***Lassen County***	Lassen	0.319%	0.391%	**0.3320610%**
City	Susanville	Lassen	0.027%		**0.0219295%**
County	***Los Angeles County***	Los Angeles	13.896%	16.999%	**14.4437559%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Agoura Hills	Los Angeles	0.005%		**0.0040024%**
City	Alhambra	Los Angeles	0.042%		**0.0343309%**
City	Arcadia	Los Angeles	0.033%		**0.0267718%**
City	Artesia	Los Angeles	0.001%		**0.0005100%**
City	Azusa	Los Angeles	0.026%		**0.0210857%**
City	Baldwin Park	Los Angeles	0.027%		**0.0218520%**
City	Bell	Los Angeles	0.008%		**0.0068783%**
City	Bellflower	Los Angeles	0.002%		**0.0014485%**
City	Bell Gardens	Los Angeles	0.014%		**0.0114301%**
City	Beverly Hills	Los Angeles	0.065%		**0.0534897%**
City	Burbank	Los Angeles	0.100%		**0.0823132%**
City	Calabasas	Los Angeles	0.006%		**0.0048948%**
City	Carson	Los Angeles	0.019%		**0.0159805%**
City	Cerritos	Los Angeles	0.005%		**0.0039682%**
City	Claremont	Los Angeles	0.010%		**0.0082584%**
City	Commerce	Los Angeles	0.000%		**0.0002971%**
City	Compton	Los Angeles	0.044%		**0.0361882%**
City	Covina	Los Angeles	0.028%		**0.0229127%**
City	Cudahy	Los Angeles	0.001%		**0.0006020%**
City	Culver City	Los Angeles	0.055%		**0.0449894%**
City	Diamond Bar	Los Angeles	0.001%		**0.0006993%**
City	Downey	Los Angeles	0.052%		**0.0429994%**
City	Duarte	Los Angeles	0.003%		**0.0027261%**
City	El Monte	Los Angeles	0.031%	0.038%	**0.0318985%**
City	El Segundo	Los Angeles	0.033%		**0.0268020%**
City	Gardena	Los Angeles	0.034%		**0.0278088%**
City	Glendale	Los Angeles	0.166%		**0.1366586%**
City	Glendora	Los Angeles	0.016%		**0.0134411%**
City	Hawaiian Gardens	Los Angeles	0.005%		**0.0040549%**
City	Hawthorne	Los Angeles	0.050%		**0.0407833%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Hermosa Beach	Los Angeles	0.018%		**0.0145307%**
City	Huntington Park	Los Angeles	0.023%		**0.0190667%**
City	Inglewood	Los Angeles	0.059%		**0.0489195%**
City	La Cañada Flintridge	Los Angeles	0.003%		**0.0025565%**
City	Lakewood	Los Angeles	0.005%		**0.0039971%**
City	La Mirada	Los Angeles	0.010%		**0.0081572%**
City	Lancaster	Los Angeles	0.045%		**0.0369689%**
City	La Puente	Los Angeles	0.002%		**0.0012999%**
City	La Verne	Los Angeles	0.024%		**0.0194190%**
City	Lawndale	Los Angeles	0.002%		**0.0017731%**
City	Lomita	Los Angeles	0.004%		**0.0031940%**
City	Long Beach	Los Angeles	0.439%		**0.3614151%**
City	Los Angeles	Los Angeles	2.715%	3.321%	**2.8218811%**
City	Lynwood	Los Angeles	0.016%		**0.0134345%**
City	Malibu	Los Angeles	0.002%		**0.0019269%**
City	Manhattan Beach	Los Angeles	0.032%		**0.0260686%**
City	Maywood	Los Angeles	0.004%		**0.0035528%**
City	Monrovia	Los Angeles	0.031%		**0.0254455%**
City	Montebello	Los Angeles	0.030%		**0.0250670%**
City	Monterey Park	Los Angeles	0.031%		**0.0256677%**
City	Norwalk	Los Angeles	0.031%		**0.0258228%**
City	Palmdale	Los Angeles	0.046%		**0.0375827%**
City	Palos Verdes Estates	Los Angeles	0.006%		**0.0053102%**
City	Paramount	Los Angeles	0.011%		**0.0091483%**
City	Pasadena	Los Angeles	0.146%		**0.1200524%**
City	Pico Rivera	Los Angeles	0.022%		**0.0183333%**
City	Pomona	Los Angeles	0.111%		**0.0911933%**
City	Rancho Palos Verdes	Los Angeles	0.002%		**0.0012645%**
City	Redondo Beach	Los Angeles	0.062%		**0.0506992%**
City	Rosemead	Los Angeles	0.003%		**0.0028260%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	San Dimas	Los Angeles	0.003%		**0.0022016%**
City	San Fernando	Los Angeles	0.013%		**0.0104837%**
City	San Gabriel	Los Angeles	0.018%		**0.0147726%**
City	San Marino	Los Angeles	0.009%		**0.0073791%**
City	Santa Clarita	Los Angeles	0.022%		**0.0178167%**
City	Santa Fe Springs	Los Angeles	0.031%		**0.0257531%**
City	Santa Monica	Los Angeles	0.158%		**0.1298513%**
City	Sierra Madre	Los Angeles	0.006%		**0.0048646%**
City	Signal Hill	Los Angeles	0.010%		**0.0084884%**
City	South El Monte	Los Angeles	0.005%		**0.0039603%**
City	South Gate	Los Angeles	0.020%		**0.0166272%**
City	South Pasadena	Los Angeles	0.012%		**0.0095334%**
City	Temple City	Los Angeles	0.005%		**0.0039498%**
City	Torrance	Los Angeles	0.112%		**0.0919820%**
City	Walnut	Los Angeles	0.006%		**0.0047305%**
City	West Covina	Los Angeles	0.049%		**0.0404521%**
City	West Hollywood	Los Angeles	0.013%		**0.0108517%**
City	Whittier	Los Angeles	0.032%		**0.0260581%**
County	***Madera County***	Madera	0.349%	0.427%	**0.3630669%**
City	Chowchilla	Madera	0.012%		**0.0097332%**
City	Madera	Madera	0.039%		**0.0318441%**
County	***Marin County***	Marin	0.564%	0.690%	**0.5861325%**
City	Larkspur	Marin	0.015%		**0.0124697%**
City	Mill Valley	Marin	0.020%		**0.0168401%**
City	Novato	Marin	0.028%		**0.0229824%**
City	San Anselmo	Marin	0.009%		**0.0078062%**
City	San Rafael	Marin	0.089%		**0.0729823%**
County	***Mariposa County***	Mariposa	0.084%	0.103%	**0.0876131%**
County	***Mendocino County***	Mendocino	0.439%	0.536%	**0.4558394%**
City	Ukiah	Mendocino	0.039%		**0.0317153%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
County	***Merced County***	Merced	0.551%	0.674%	**0.5724262%**
City	Atwater	Merced	0.024%		**0.0195846%**
City	Livingston	Merced	0.006%		**0.0045873%**
City	Los Banos	Merced	0.020%		**0.0165142%**
City	Merced	Merced	0.061%		**0.0500762%**
County	***Modoc County***	Modoc	0.065%	0.080%	**0.0678250%**
County	***Mono County***	Mono	0.023%	0.029%	**0.0242606%**
County	***Monterey County***	Monterey	0.908%	1.111%	**0.9437083%**
City	Greenfield	Monterey	0.006%		**0.0050552%**
City	King City	Monterey	0.005%		**0.0037355%**
City	Marina	Monterey	0.017%		**0.0144098%**
City	Monterey	Monterey	0.041%		**0.0336540%**
City	Pacific Grove	Monterey	0.009%		**0.0074842%**
City	Salinas	Monterey	0.094%		**0.0776576%**
City	Seaside	Monterey	0.023%		**0.0191772%**
City	Soledad	Monterey	0.007%		**0.0060870%**
County	***Napa County***	Napa	0.288%	0.352%	**0.2994325%**
City	American Canyon	Napa	0.017%		**0.0136869%**
City	Napa	Napa	0.078%		**0.0642783%**
County	***Nevada County***	Nevada	0.441%	0.539%	**0.4579827%**
City	Grass Valley	Nevada	0.024%		**0.0197805%**
City	Truckee	Nevada	0.003%		**0.0023843%**
County	***Orange County***	Orange	4.364%	5.339%	**4.5363576%**
City	Aliso Viejo	Orange	0.014%		**0.0113841%**
City	Anaheim	Orange	0.554%	0.678%	**0.5759282%**
City	Brea	Orange	0.086%		**0.0708897%**
City	Buena Park	Orange	0.087%		**0.0714352%**
City	Costa Mesa	Orange	0.124%	0.152%	**0.1288366%**
City	Cypress	Orange	0.033%		**0.0271937%**
City	Dana Point	Orange	0.001%		**0.0005560%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Fountain Valley	Orange	0.055%		**0.0455980%**
City	Fullerton	Orange	0.137%	0.168%	**0.1425744%**
City	Garden Grove	Orange	0.213%		**0.1752482%**
City	Huntington Beach	Orange	0.247%	0.302%	**0.2568420%**
City	Irvine	Orange	0.139%	0.170%	**0.1442350%**
City	Laguna Beach	Orange	0.047%	0.058%	**0.0493043%**
City	Laguna Hills	Orange	0.014%		**0.0115457%**
City	Laguna Niguel	Orange	0.001%		**0.0007071%**
City	Laguna Woods	Orange	0.001%		**0.0006546%**
City	La Habra	Orange	0.060%	0.073%	**0.0621049%**
City	Lake Forest	Orange	0.012%		**0.0101249%**
City	La Palma	Orange	0.012%		**0.0095439%**
City	Los Alamitos	Orange	0.008%		**0.0069190%**
City	Mission Viejo	Orange	0.014%		**0.0117560%**
City	Newport Beach	Orange	0.179%		**0.1470134%**
City	Orange	Orange	0.150%		**0.1231320%**
City	Placentia	Orange	0.029%	0.035%	**0.0298912%**
City	Rancho Santa Margarita	Orange	0.001%		**0.0006296%**
City	San Clemente	Orange	0.008%	0.010%	**0.0086083%**
City	San Juan Capistrano	Orange	0.008%		**0.0065510%**
City	Santa Ana	Orange	0.502%	0.614%	**0.5213866%**
City	Seal Beach	Orange	0.020%		**0.0165891%**
City	Stanton	Orange	0.035%		**0.0291955%**
City	Tustin	Orange	0.073%		**0.0600341%**
City	Westminster	Orange	0.104%	0.127%	**0.1082721%**
City	Yorba Linda	Orange	0.044%		**0.0362223%**
County	***Placer County***	Placer	1.045%	1.278%	**1.0861002%**
City	Auburn	Placer	0.017%		**0.0141114%**
City	Lincoln	Placer	0.031%		**0.0255599%**
City	Rocklin	Placer	0.076%		**0.0625485%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Roseville	Placer	0.196%		**0.1616559%**
County	***Plumas County***	Plumas	0.205%	0.251%	**0.2128729%**
County	***Riverside County***	Riverside	4.534%	5.547%	**4.7128296%**
City	Banning	Riverside	0.017%		**0.0143848%**
City	Beaumont	Riverside	0.021%		**0.0171135%**
City	Blythe	Riverside	0.012%		**0.0096714%**
City	Canyon Lake	Riverside	0.000%		**0.0001761%**
City	Cathedral City	Riverside	0.067%		**0.0553614%**
City	Coachella	Riverside	0.021%		**0.0173054%**
City	Corona	Riverside	0.147%		**0.1207083%**
City	Desert Hot Springs	Riverside	0.024%		**0.0200433%**
City	Eastvale	Riverside	0.000%		**0.0002747%**
City	Hemet	Riverside	0.051%		**0.0421792%**
City	Indio	Riverside	0.056%		**0.0457794%**
City	Jurupa Valley	Riverside	0.001%		**0.0008991%**
City	Lake Elsinore	Riverside	0.021%		**0.0172949%**
City	La Quinta	Riverside	0.063%		**0.0516732%**
City	Menifee	Riverside	0.032%		**0.0260909%**
City	Moreno Valley	Riverside	0.137%		**0.1130348%**
City	Murrieta	Riverside	0.048%	0.059%	**0.0497423%**
City	Norco	Riverside	0.016%		**0.0134542%**
City	Palm Desert	Riverside	0.083%		**0.0682465%**
City	Palm Springs	Riverside	0.076%		**0.0629862%**
City	Perris	Riverside	0.009%		**0.0076774%**
City	Rancho Mirage	Riverside	0.052%		**0.0431098%**
City	Riverside	Riverside	0.268%		**0.2206279%**
City	San Jacinto	Riverside	0.010%		**0.0085936%**
City	Temecula	Riverside	0.022%		**0.0180086%**
City	Wildomar	Riverside	0.008%		**0.0062500%**
County	***Sacramento County***	Sacramento	3.797%	4.645%	**3.9465887%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Citrus Heights	Sacramento	0.057%		**0.0465312%**
City	Elk Grove	Sacramento	0.130%		**0.1066994%**
City	Folsom	Sacramento	0.108%		**0.0890850%**
City	Galt	Sacramento	0.017%		**0.0143704%**
City	Rancho Cordova	Sacramento	0.008%		**0.0067679%**
City	Sacramento	Sacramento	0.721%	0.882%	**0.7496530%**
County	***San Benito County***	San Benito	0.106%	0.130%	**0.1101417%**
City	Hollister	San Benito	0.027%		**0.0225355%**
County	***San Bernardino County***	San Bernardino	3.259%	3.987%	**3.3878124%**
City	Adelanto	San Bernardino	0.008%		**0.0066640%**
City	Apple Valley	San Bernardino	0.025%		**0.0207360%**
City	Barstow	San Bernardino	0.015%		**0.0122056%**
City	Chino	San Bernardino	0.064%		**0.0525893%**
City	Chino Hills	San Bernardino	0.001%		**0.0006388%**
City	Colton	San Bernardino	0.031%		**0.0253443%**
City	Fontana	San Bernardino	0.112%		**0.0920543%**
City	Grand Terrace	San Bernardino	0.006%		**0.0051051%**
City	Hesperia	San Bernardino	0.035%		**0.0291522%**
City	Highland	San Bernardino	0.004%		**0.0029061%**
City	Loma Linda	San Bernardino	0.009%		**0.0071188%**
City	Montclair	San Bernardino	0.039%		**0.0322108%**
City	Ontario	San Bernardino	0.179%		**0.1472934%**
City	Rancho Cucamonga	San Bernardino	0.084%		**0.0689431%**
City	Redlands	San Bernardino	0.057%		**0.0469150%**
City	Rialto	San Bernardino	0.073%		**0.0603206%**
City	San Bernardino	San Bernardino	0.178%		**0.1461880%**
City	Twentynine Palms	San Bernardino	0.002%		**0.0012605%**
City	Upland	San Bernardino	0.052%		**0.0424460%**
City	Victorville	San Bernardino	0.033%		**0.0269400%**
City	Yucaipa	San Bernardino	0.016%		**0.0128772%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Yucca Valley	San Bernardino	0.003%		**0.0021228%**
County	***San Diego County***	San Diego	5.706%	6.980%	**5.9309748%**
City	Carlsbad	San Diego	0.128%		**0.1050485%**
City	Chula Vista	San Diego	0.189%	0.231%	**0.1961456%**
City	Coronado	San Diego	0.044%		**0.0359095%**
City	El Cajon	San Diego	0.113%		**0.0933582%**
City	Encinitas	San Diego	0.061%	0.074%	**0.0630289%**
City	Escondido	San Diego	0.145%		**0.1192204%**
City	Imperial Beach	San Diego	0.014%		**0.0118283%**
City	La Mesa	San Diego	0.055%	0.068%	**0.0575593%**
City	Lemon Grove	San Diego	0.022%		**0.0183911%**
City	National City	San Diego	0.080%		**0.0656808%**
City	Oceanside	San Diego	0.213%		**0.1753428%**
City	Poway	San Diego	0.062%		**0.0511040%**
City	San Diego	San Diego	1.975%	2.416%	**2.0531169%**
City	San Marcos	San Diego	0.089%		**0.0733897%**
City	Santee	San Diego	0.033%		**0.0268401%**
City	Solana Beach	San Diego	0.017%		**0.0138564%**
City	Vista	San Diego	0.052%		**0.0425144%**
Consolidated	***San Francisco***	San Francisco	3.026%	3.702%	**3.1457169%**
County	***San Joaquin County***	San Joaquin	1.680%	2.055%	**1.7460399%**
City	Lathrop	San Joaquin	0.009%		**0.0075394%**
City	Lodi	San Joaquin	0.053%		**0.0439484%**
City	Manteca	San Joaquin	0.054%		**0.0443454%**
City	Ripon	San Joaquin	0.013%		**0.0104219%**
City	Stockton	San Joaquin	0.313%	0.383%	**0.3256176%**
City	Tracy	San Joaquin	0.084%		**0.0692047%**
County	***San Luis Obispo County***	San Luis Obispo	0.816%	0.999%	**0.8484126%**
City	Arroyo Grande	San Luis Obispo	0.024%		**0.0199053%**
City	Atascadero	San Luis Obispo	0.029%		**0.0240680%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	El Paso de Robles (Paso Robles)	San Luis Obispo	0.043%		**0.0353456%**
City	Grover Beach	San Luis Obispo	0.017%		**0.0137881%**
City	Morro Bay	San Luis Obispo	0.020%		**0.0160922%**
City	San Luis Obispo	San Luis Obispo	0.077%		**0.0637841%**
County	***San Mateo County***	San Mateo	1.074%	1.313%	**1.1159599%**
City	Belmont	San Mateo	0.021%		**0.0169860%**
City	Burlingame	San Mateo	0.019%		**0.0152537%**
City	Daly City	San Mateo	0.044%		**0.0363880%**
City	East Palo Alto	San Mateo	0.013%		**0.0103982%**
City	Foster City	San Mateo	0.020%		**0.0166101%**
City	Half Moon Bay	San Mateo	0.004%		**0.0031638%**
City	Hillsborough	San Mateo	0.013%		**0.0110029%**
City	Menlo Park	San Mateo	0.015%		**0.0126209%**
City	Millbrae	San Mateo	0.013%		**0.0105836%**
City	Pacifica	San Mateo	0.016%		**0.0130625%**
City	Redwood City	San Mateo	0.056%		**0.0463511%**
City	San Bruno	San Mateo	0.021%		**0.0172161%**
City	San Carlos	San Mateo	0.013%		**0.0108885%**
City	San Mateo	San Mateo	0.052%		**0.0425841%**
City	South San Francisco	San Mateo	0.043%		**0.0353943%**
County	***Santa Barbara County***	Santa Barbara	1.132%	1.385%	**1.1768968%**
City	Carpinteria	Santa Barbara	0.001%		**0.0008938%**
City	Goleta	Santa Barbara	0.004%		**0.0028969%**
City	Lompoc	Santa Barbara	0.047%		**0.0389379%**
City	Santa Barbara	Santa Barbara	0.122%		**0.1004559%**
City	Santa Maria	Santa Barbara	0.058%		**0.0479179%**
County	***Santa Clara County***	Santa Clara	2.404%	2.941%	**2.4987553%**
City	Campbell	Santa Clara	0.014%		**0.0112566%**
City	Cupertino	Santa Clara	0.008%		**0.0066824%**
City	Gilroy	Santa Clara	0.025%		**0.0202891%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Los Altos	Santa Clara	0.013%		**0.0103338%**
City	Los Gatos	Santa Clara	0.013%		**0.0103220%**
City	Milpitas	Santa Clara	0.036%		**0.0298120%**
City	Morgan Hill	Santa Clara	0.015%		**0.0124619%**
City	Mountain View	Santa Clara	0.041%		**0.0334608%**
City	Palo Alto	Santa Clara	0.039%		**0.0323080%**
City	San Jose	Santa Clara	0.294%	0.360%	**0.3054960%**
City	Santa Clara	Santa Clara	0.067%		**0.0549723%**
City	Saratoga	Santa Clara	0.004%		**0.0034161%**
City	Sunnyvale	Santa Clara	0.053%		**0.0434069%**
County	***Santa Cruz County***	Santa Cruz	0.783%	0.957%	**0.8135396%**
City	Capitola	Santa Cruz	0.020%		**0.0168191%**
City	Santa Cruz	Santa Cruz	0.143%		**0.1180348%**
City	Scotts Valley	Santa Cruz	0.015%		**0.0126525%**
City	Watsonville	Santa Cruz	0.063%		**0.0520136%**
County	***Shasta County***	Shasta	1.095%	1.339%	**1.1380191%**
City	Anderson	Shasta	0.024%		**0.0198896%**
City	Redding	Shasta	0.284%		**0.2334841%**
City	Shasta Lake	Shasta	0.004%		**0.0031993%**
County	***Siskiyou County***	Siskiyou	0.228%	0.279%	**0.2373393%**
County	***Solano County***	Solano	0.760%		**0.6260795%**
City	Benicia	Solano	0.031%		**0.0253903%**
City	Dixon	Solano	0.016%		**0.0130849%**
City	Fairfield	Solano	0.109%		**0.0897317%**
City	Suisun City	Solano	0.021%		**0.0176183%**
City	Vacaville	Solano	0.119%		**0.0976497%**
City	Vallejo	Solano	0.167%		**0.1373644%**
County	***Sonoma County***	Sonoma	1.218%	1.490%	**1.2661290%**
City	Healdsburg	Sonoma	0.032%		**0.0266929%**
City	Petaluma	Sonoma	0.081%		**0.0667507%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Rohnert Park	Sonoma	0.041%		**0.0340759%**
City	Santa Rosa	Sonoma	0.184%		**0.1519070%**
City	Sonoma	Sonoma	0.022%		**0.0183438%**
City	Windsor	Sonoma	0.016%		**0.0129298%**
County	***Stanislaus County***	Stanislaus	1.722%		**1.4182273%**
City	Ceres	Stanislaus	0.041%		**0.0340260%**
City	Modesto	Stanislaus	0.217%		**0.1788759%**
City	Newman	Stanislaus	0.006%		**0.0046964%**
City	Oakdale	Stanislaus	0.018%		**0.0145531%**
City	Patterson	Stanislaus	0.015%		**0.0126590%**
City	Riverbank	Stanislaus	0.010%		**0.0085699%**
City	Turlock	Stanislaus	0.065%		**0.0531966%**
County	***Sutter County***	Sutter	0.306%	0.374%	**0.3179548%**
City	Yuba City	Sutter	0.074%		**0.0606242%**
County	***Tehama County***	Tehama	0.213%	0.261%	**0.2216654%**
City	Red Bluff	Tehama	0.014%		**0.0117771%**
County	***Trinity County***	Trinity	0.082%	0.101%	**0.0855476%**
County	***Tulare County***	Tulare	0.809%	0.990%	**0.8410949%**
City	Dinuba	Tulare	0.014%		**0.0116929%**
City	Exeter	Tulare	0.004%		**0.0032479%**
City	Farmersville	Tulare	0.003%		**0.0027879%**
City	Lindsay	Tulare	0.007%		**0.0057111%**
City	Porterville	Tulare	0.021%		**0.0171845%**
City	Tulare	Tulare	0.037%		**0.0302273%**
City	Visalia	Tulare	0.066%		**0.0545872%**
County	***Tuolumne County***	Tuolumne	0.486%	0.594%	**0.5047621%**
County	***Ventura County***	Ventura	2.192%	2.681%	**2.2781201%**
City	Camarillo	Ventura	0.002%		**0.0012815%**
City	Fillmore	Ventura	0.002%		**0.0020294%**
City	Moorpark	Ventura	0.008%		**0.0067337%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Oxnard	Ventura	0.156%	0.190%	**0.1617338%**
City	Port Hueneme	Ventura	0.021%		**0.0174145%**
City	San Buenaventura (Ventura)	Ventura	0.085%		**0.0702181%**
City	Santa Paula	Ventura	0.014%		**0.0119072%**
City	Simi Valley	Ventura	0.065%		**0.0533043%**
City	Thousand Oaks	Ventura	0.022%		**0.0179902%**
County	***Yolo County***	Yolo	0.357%	0.437%	**0.3713319%**
City	Davis	Yolo	0.055%		**0.0451747%**
City	West Sacramento	Yolo	0.066%		**0.0544321%**
City	Woodland	Yolo	0.058%		**0.0477904%**
County	***Yuba County***	Yuba	0.214%	0.262%	**0.2225679%**
City	Marysville	Yuba	0.014%		**0.0112079%**

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APPENDIX 2

Cost Reimbursement Procedure

1. Additional defined terms:

a) *Costs* means the reasonable amounts paid for the attorney and other City Attorney and County Counsel staff time for individuals employed by a Plaintiff Subdivision at the contractual rate, inclusive of benefits and overhead, together with amounts paid for court reporters, experts, copying, electronic research, travel, vendors, and the like, which were not previously reimbursed and which were paid or incurred (i) prior to December 31, 2022 in litigation against any Opioid Defendant and/or (ii) in negotiating and drafting any CA Allocation Agreement(s) concerning a settlement with any Opioid Defendant(s). *Costs* does not include attorneys' fees, costs, or expenses incurred by private contingency fee counsel. No part of the CA Abatement Accounts Fund will be used to reimburse Costs.

b) *First Claims Date* means October 1, 2023 or when all applications for reimbursement of Costs, in whole or in part, from funds available under Section IX and Exhibit R of the Walmart Settlement Agreement, Section XIV and Exhibit R of the Teva Settlement Agreement, Section XIII and Exhibit R of the Allergan Settlement Agreement, Section X and Exhibit R of the Distributor Settlement Agreement, Section XI and Exhibit R of the Janssen Settlement Agreement, Section X and Exhibit R of the CVS Settlement Agreement, or Section IX and Exhibit R of the Walgreens Settlement Agreement, have been finally determined under the provisions of those agreements, whichever comes first.

c) *Special Master* means a retired judicial officer or former public lawyer, not presently employed or retained by a Plaintiff Subdivision, who will aggregate, review, and determine the reasonable Costs to be awarded to each Plaintiff Subdivision that submits a claim for reimbursement of Costs. The Special Master will be selected by a majority vote of the votes cast by Plaintiff Subdivisions, with each such subdivision having one vote.

d) *Plaintiff Subdivision Committee* means the committee of Plaintiff Subdivisions that will review and approve the invoices submitted by the Special Master reflecting his or her reasonable time and expenses.

2. Cost Reimbursement to Plaintiff Subdivision

a) Purpose. Substantial resources have been expended to hold Opioid Defendants accountable for creating and profiting from the opioid crisis, and this effort has been a significant catalyst in creating National Opioid Settlements with various manufacturers, distributors, and chain pharmacies.

b) Claims Procedure.

i. If a Plaintiff Subdivision is eligible to seek reimbursement of Costs, in whole or in

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part, from funds available under Section IX and Exhibit R of the Walmart Settlement Agreement, Section XIV and Exhibit R of the Teva Settlement Agreement, Section XIII and Exhibit R of the Allergan Settlement Agreement, Section X and Exhibit R of the CVS Settlement Agreement, Section IX and Exhibit R of the Walgreens Settlement Agreement, Section X or Exhibit R of the Distributor Settlement Agreement, or Section XI or Exhibit R of the Janssen Settlement Agreement, it must first make a timely application for reimbursement from such funds. To allow sufficient time for determination of those applications, no claim for Costs to the CA Subdivision Fund under this Agreement may be made before the First Claims Date.

ii. A Plaintiff Subdivision that wishes to be reimbursed from the CA Subdivision Fund must submit a claim to the Special Master no later than forty-five (45) days after the First Claims Date. The Special Master will then compile and redistribute the aggregated claim totals for each Plaintiff Subdivision via email to representatives of all the Plaintiff Subdivisions. A claim for attorney and staff time must list, for each attorney or staff member included in the claim, the following information: name, title, total hours claimed, hourly rate (including, if sought, benefits and share of overhead), and narrative summarizing the general nature of the work performed by the attorney or staff member. For reimbursement of "hard" costs, the subdivision may aggregate across a category (e.g., total for travel costs). It is the intention of the Plaintiff Subdivisions that submission of documents related to reimbursement of Costs does not waive any attorney-client privilege or exemptions to the California Public Records Act.

iii. The Special Master may request, at his or her sole option, additional documents or details to assist in the final award of Costs.

iv. The Special Master will review claims for reasonableness and will notify each Plaintiff Subdivision of the final determination of its claim, and will provide a list of all final awards to all Plaintiff Subdivisions by email or, upon request, via First Class U.S. Mail. Any Plaintiff Subdivision may ask the Special Master to reconsider any final award within twenty-one (21) days. The Special Master will make a final determination on any such reconsideration request within thirty (30) days of receipt.

v. Any decision of the Special Master is final and binding, and will be considered under the California Arbitration Act, Code of Civil Procedure section 1280 et seq. as a final arbitration award. Nothing in this agreement is intended to expand the scope of judicial review of the final award for errors of fact or law, and the Parties agree that they may only seek to vacate the award if clear and convincing evidence demonstrates one of the factors set forth in Code of Civil Procedure, section 1286.2, subdivision (a). Plaintiff Subdivisions will have fourteen (14) days after all final awards are made, together with any final determination of a request for

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reconsideration, to seek review in the Superior Court of California, pursuant to Code of Civil Procedure, section 1285, where the State has filed its Consent Judgment.

vi. The Special Master will prepare a report of Costs that includes his or her fees and expenses at least ninety (90) days before the Payment Date for each Annual Payment. The Special Master's preparation of a report of Costs does not discharge a Plaintiff Subdivision's reporting requirement under Section V(B)(2) of the Walmart Settlement Agreement.

vii. A member of the Plaintiff Subdivision Committee, which is a CA Participating Subdivision, will submit to the Settlement Fund Administrator and Walmart a report of the fees and expenses incurred by the Special Master pursuant to Section V(B)(2) of the Walmart Settlement Agreement.

c) Claims Priority and Limitation.

i. The Special Master will submit invoices for compensation of reasonable fees and expenses to the Plaintiff Subdivision Committee no later than ninety (90) days prior to the Payment Date for each Annual Payment. The Plaintiff Subdivision Committee will promptly review and, if reasonable, approve the Special Master's invoice for compensation. The Plaintiff Subdivision Committee will submit approved invoices to the Settlement Fund Administrator for payment. The Special Master's approved invoices have priority and will be paid first from the CA Subdivision Fund before any award of Costs, subject to the limitation in Section 2.c.v below.

ii. Final Awards of Costs that do not exceed seventy-five thousand dollars ($75,000.00) will be paid next in priority after the Special Master's approved invoices.

iii. Final Awards of Costs in excess of seventy-five thousand dollars ($75,000.00) will be paid proportionally from the funds remaining in that year's Annual Payment.

iv. Any claim for Costs that is not paid in full will be allocated against the next year's distribution from the CA Subdivision Fund, until all approved claims for Costs are paid in full.

v. In no event will more than 50% of the total CA Subdivision Fund received in any year be used to pay Costs or the Special Master's approved invoices.

vi. In no event shall more than $28 million of the total CA Subdivision Funds paid pursuant to the Walmart Settlement Agreement, Teva Settlement Agreement, Allergan Settlement Agreement, Distributor Settlement Agreement, CVS Settlement Agreement, Janssen Settlement Agreement, and the Walgreens Settlement Agreement be used to pay Costs.

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d) Collateral Source Payments and Third-Party Settlement.

i. In the event a Plaintiff Subdivision is awarded compensation, in whole or in part, by any source of funds created as a result of litigation against an Opioid Defendant for its reasonable Costs, it will reduce its claim for Costs from the CA Subdivision Fund by that amount. If a Plaintiff Subdivision has already received a final award of Costs from the CA Subdivision Fund, it will repay the fund up to the prior award of Costs via a payment to the Settlement Fund Administrator or notify the Settlement Fund Administrator that its allocation from the next and subsequent Annual Payments should be reduced accordingly. If the Plaintiff Subdivision is repaying any prior award of Costs, that repayment will occur as soon as is feasible after the Plaintiff Subdivision's receipt of Cost funds from the collateral source, but no more than 90 days after its receipt from the collateral source. The Settlement Fund Administrator will add any repaid Costs to the CA Subdivision Fund. Any Plaintiff Subdivision that has submitted for reimbursement to any national fund and has not received a final determination by the First Claims Date may request that the settlement administrator withhold some or all of its payment from the CA Subdivision Fund in order to avoid repayment.

ii. In the event a Plaintiff Subdivision reaches a monetary settlement or compromise against any Opioid Defendant outside of the National Opioid Settlement, the monetary portion of such settlement, net of fees paid to outside contingency fee counsel and of funds earmarked strictly for abatement, will be credited against its Costs and the subdivision will be ineligible to recover those credited Costs from the CA Subdivision Fund. Plaintiff Subdivisions negotiating monetary settlements or compromises against any Opioid Defendant outside of the National Opioid Settlement will negotiate for funds to repay any Costs it previously received from the CA Subdivision Fund or for Costs it otherwise might be eligible to claim from the CA Subdivision Fund. If such a settlement is paid after all final approved claims for Costs by all Plaintiff Subdivisions are satisfied in full, the settling subdivision will reimburse the CA Subdivision Fund in that amount by making payment to the Settlement Fund Administrator to add to the CA Subdivision Fund in a manner consistent with the repayments described in section 2.d.i above.

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APPENDIX 3

CALIFORNIA-SUBDIVISION BACKSTOP AGREEMENT

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

In light of the Order, and at the request of [SUBDIVISION], the [SUBDIVISION], its counsel [COUNSEL], and the California Attorney General, on behalf of the State of California, are entering into this California-Subdivision Backstop Agreement (Backstop Agreement).

[SUBDIVISION] and [COUNSEL] intend this Backstop Agreement to constitute a State Back-Stop Agreement as that term is used in the Order and in Exhibit R (Agreement on Attorneys' Fees, Costs, and Expenses) of the Walmart Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Walmart Settlement Agreement and CA Walmart Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the Walmart Settlement CA Subdivision Fund to pay a contingent fee to [COUNSEL]. Any such payment from [SUBDIVISION] to [COUNSEL], together with any contingency fees that [COUNSEL] may receive from the national Attorney Fee Fund, will not exceed a total contingency fee of [PERCENTAGE NOT TO EXCEED 15%] of the total gross recovery of [SUBDIVISION] from the Walmart Settlement.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Walmart Settlement Agreement before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this backstop agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

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

[DATE]	[SUBDIVISION SIGNATURE BLOCK]
[DATE]	[COUNSEL SIGNATURE BLOCK]
[DATE]	[ATTORNEY GENERAL SIGNATURE BLOCK]

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Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – CVS Settlement

1. Introduction

Pursuant to the CVS Settlement Agreement, dated as of December 9, 2022, and any revision thereto as well as any modification thereto entered into by the State of California and CVS (the "CVS Settlement Agreement"), including Section V and Exhibit O, the State of California proposes this agreement (the "CA CVS Allocation Agreement") to govern the allocation, distribution, and use of Settlement Fund payments made to California pursuant to Sections IV and V of the CVS Settlement Agreement. For the avoidance of doubt, this agreement does not apply to payments made pursuant to Sections IX or X of the CVS Settlement Agreement.

Pursuant to Exhibit O, Paragraph 4, of the CVS Settlement Agreement, acceptance of this CA CVS Allocation Agreement is a requirement to be an Initial Participating Subdivision.

2. Definitions

a) *CA Participating Subdivision* means a Participating Subdivision that is also (a) a Plaintiff Subdivision and/or (b) a Primary Subdivision with a population equal to or greater than 10,000. For the avoidance of doubt, eligible CA Participating Subdivisions are those California subdivisions listed in Exhibit C (excluding Litigating Special Districts) and/or Exhibit I to the CVS Settlement Agreement.

b) *Allergan Settlement Agreement* means the Allergan Settlement Agreement dated November 22, 2022, and any revision thereto.

c) *Distributor Settlement Agreement* means the Distributor Settlement Agreement dated July 21, 2021, and any revision thereto.

d) *Janssen Settlement Agreement* means the Janssen Settlement Agreement dated July 21, 2021, and any revision thereto.

e) *Teva Settlement Agreement* means the Teva Settlement Agreement dated November 22, 2022, and any revision thereto.

f) *Walgreens Settlement Agreement* means the Walgreens Settlement Agreement dated December 9, 2022, and any revision thereto.

g) *Walmart Settlement Agreement* means the Walmart Settlement Agreement dated November 14, 2022, and any revision thereto.

h) *CA Litigating Special District* means a Litigating Special District located in California. CA Litigating Special Districts include Downey Unified School District, Elk Grove Unified School District, Kern High School District, Montezuma Fire Protection District (located in Stockton, California), Santa Barbara San Luis Obispo Regional Health Authority, Inland Empire Health Plan, Health Plan of San Joaquin, San Leandro Unified School District, Pleasant Valley School District Board, and LA Care Health Plan.

i) *Plaintiff Subdivision* means a Subdivision located in California, other than a CA

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Litigating Special District, that filed a lawsuit, on behalf of the Subdivision and/or through an official of the Subdivision on behalf of the People of the State of California, against one or more Opioid Defendants prior to October 1, 2020.

j) *Opioid Defendant* means any defendant (including but not limited to Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., Walgreen Co., Walmart Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc., AmerisourceBergen Corporation, and McKesson Corporation) named in a lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.

3. General Terms

This agreement is subject to the requirements of the CVS Settlement Agreement, as well as applicable law, and the CVS Settlement Agreement governs over any inconsistent provision of this CA CVS Allocation Agreement. Terms used in this CA CVS Allocation Agreement have the same meaning as in the CVS Settlement Agreement unless otherwise defined herein.

Pursuant to Section V(E)(1) of the CVS Settlement Agreement, (a) all Settlement Fund payments will be used for Opioid Remediation, except as allowed by Section V(B)(2) of the CVS Settlement Agreement; and (b) at least seventy percent (70%) of Settlement Fund payment amounts will be used solely for future Opioid Remediation.

4. State Allocation

The Settlement Fund payments to California,[1] pursuant to the CVS Settlement Agreement, shall be allocated as follows: 15% to the State Fund; 70% to the Abatement Accounts Fund; and 15% to the Subdivision Fund. For the avoidance of doubt, all funds allocated to California from the Settlement Fund shall be combined pursuant to this CA CVS Allocation Agreement, and 15% of that total shall be allocated to the State of California (the "State of California Allocation"), 70% to the California Abatement Accounts Fund ("CA Abatement Accounts Fund"), and 15% to the California Subdivision Fund ("CA Subdivision Fund").

[1] For purposes of clarity, use of the term "California" refers to the geographic territory of California and the state and its local governments therein. The term "State" or "State of California" refers to the State of California as a governmental unit.

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A. State of California Allocation

Fifteen percent of the total Settlement Fund payments will be allocated to the State and used by the State for future Opioid Remediation.

B. CA Abatement Accounts Fund

i. Allocation of CA Abatement Accounts Funds

a) Seventy percent of the total Settlement Fund payments will be allocated to the CA Abatement Accounts Fund. The funds in the CA Abatement Accounts Fund will be allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision. The percentage from the CA Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 in the column entitled abatement percentage (the "Local Allocation"). For the avoidance of doubt, CA Litigating Special Districts and California towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of CA Abatement Accounts Funds.

b) A CA Participating Subdivision that is a county, or a city and county, will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision, and will receive payments as provided in the CVS Settlement Agreement.

c) A CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is a CA Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county's share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of CA Abatement Accounts Funds) and reported on in accordance with Section 4.B.iii (CA Abatement Accounts Fund Oversight).

d) A city within a county that is a CA Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Fund Administrator at least 60 days prior to a Payment Date. For purposes of this CA CVS Allocation Agreement, the Cities of Los Angeles, Oakland, San Diego, San Jose and Eureka will be deemed to have elected direct payment if they become Participating Subdivisions.

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e) The State will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision.

f) Funds received by a CA Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the CVS Settlement Agreement and this CA CVS Allocation Agreement shall be transferred to the State; provided however, that CA Participating Subdivisions have seven years to expend or encumber CA Abatement Accounts Funds designated to support capital outlay projects before they must be transferred to the State. This provision shall not apply to the Cost Reimbursement Funds, which shall be controlled by Appendix 2.

ii. Use of CA Abatement Accounts Funds

a) The CA Abatement Accounts Funds will be used for future Opioid Remediation in one or more of the areas described in the List of Opioid Remediation Uses, which is Exhibit E to the CVS Settlement Agreement.

b) In addition to this requirement, no less than 50% of the funds received by a CA Participating Subdivision from the Abatement Accounts Fund in each calendar year will be used for one or more of the following High Impact Abatement Activities:

(1) the provision of matching funds or operating costs for substance use disorder facilities within the Behavioral Health Continuum Infrastructure Program;

(2) creating new or expanded Substance Use Disorder ("SUD") treatment infrastructure;

(3) addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD;

(4) diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction; and/or

(5) interventions to prevent drug addiction in vulnerable youth.

c) The California Department of Health Care Services ("DHCS") may add to this list (but not delete from it) by designating additional High Impact Abatement Activities. DHCS will make reasonable efforts to consult with stakeholders, including the CA Participating Subdivisions, before adding additional High Impact Abatement Activities to this list.

d) For the avoidance of doubt, and subject to the requirements of the CVS Settlement Agreement and applicable law, CA Participating Subdivisions may form agreements or

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ventures, or otherwise work in collaboration with, federal, state, local, tribal or private sector entities in pursuing Opioid Remediation activities funded from the CA Abatement Accounts Fund. Further, provided that all CA Abatement Accounts Funds are used for Opioid Remediation consistent with the CVS Settlement Agreement and this CA CVS Allocation Agreement, a county and any cities or towns within the county may agree to reallocate their respective shares of the CA Abatement Accounts Funds among themselves, provided that any direct distribution may only be to a CA Participating Subdivision and any CA Participating Subdivision must agree to their share being reallocated.

iii. CA Abatement Accounts Fund Oversight

a) Pursuant to Section 5 below, CA Participating Subdivisions receiving settlement funds must prepare and file reports annually regarding the use of those funds. DHCS may regularly review the reports prepared by CA Participating Subdivisions about the use of CA Abatement Accounts Funds for compliance with the CVS Settlement Agreement and this CA CVS Allocation Agreement.

b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the CVS Settlement Agreement or this CA CVS Allocation Agreement, whether through review of reports or information from any other sources, DHCS shall send a request to meet and confer with the CA Participating Subdivision. The parties shall meet and confer in an effort to resolve the concern.

c) If the parties are unable to reach a resolution, DHCS may conduct an audit of the Subdivision's use of the CA Abatement Accounts Funds within one year of the request to meet and confer, unless the parties mutually agree in writing to extend the meet and confer time frame.

d) If the concern still cannot be resolved, the State may bring a motion or action in the court where the State has filed its Consent Judgment to resolve the concern or otherwise enforce the requirements of the CVS Settlement Agreement or this CA CVS Allocation Agreement. However, in no case shall any audit be conducted, or motion be brought, as to a specific expenditure of funds, more than five years after the date on which the expenditure of the funds was reported to DHCS, in accordance with this agreement.

e) Notwithstanding the foregoing, this Agreement does not limit the statutory or constitutional authority of any state or local agency or official to conduct audits, investigations, or other oversight activities, or to pursue administrative, civil, or criminal enforcement actions.

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C. CA Subdivision Fund

i. Fifteen percent of the total Settlement Fund payments will be allocated to the CA Subdivision Fund. All funds in the CA Subdivision Fund will be allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. The funds will be used, subject to any limits imposed by the CVS Settlement Agreement and this CA CVS Allocation Agreement, to fund future Opioid Remediation and reimburse past opioid-related expenses, which may include fees and expenses related to litigation, and to pay the reasonable fees and expenses of the Special Master as set forth in Appendix 2.

The CA Subdivision Funds will be allocated as follows:

a) First, funds in the CA Subdivision Fund shall be used to pay the Special Master's reasonable fees and expenses in accordance with the procedures and limitations set forth in Appendix 2 to this document;

b) Second, funds will be allocated to Plaintiff Subdivisions that are Initial Participating Subdivisions that have been awarded Costs, as defined by and in accordance with the procedures and limitations set forth in Appendix 2 to this document.

c) Funds remaining in the CA Subdivision Fund, which shall consist of no less than 50% of the total CA Subdivision Fund received in any year pursuant to Appendix 2, Section 2.c.v, will be distributed to Plaintiff Subdivisions that are Initial Participating Subdivisions, in relative proportion to the Local Allocation. These funds shall be used to fund future opioid-related projects and to reimburse past opioid-related expenses, which may include fees and expenses related to litigation against any Opioid Defendant.

D. Provision for State Back-Stop Agreement

On August 6, 2021, Judge Dan Polster of the U.S. District Court, Northern District of Ohio, Eastern Division, issued an order (ECF Docket Number 3814) ("MDL Fees Order") in the National Prescription Opiate Litigation (MDL No. 2804) "cap[ping] all applicable contingent fee agreements at 15%." Private counsel representing Plaintiff Subdivisions should seek its contingency fees and costs from the Attorney Fee Fund or Cost Funds under the CVS Settlement Agreement, and, if applicable, the Teva Settlement Agreement, Allergan Settlement Agreement, Distributor Settlement Agreement, Janssen Settlement Agreement, Walgreens Settlement Agreement, and Walmart Settlement Agreement.

A Plaintiff Subdivision may separately agree to use its share of the CA Subdivision Fund to pay for fees or costs incurred by its contingency-fee counsel ("State Back-Stop Agreement"), pursuant to Exhibit R, section I(Y), of the CVS Settlement Agreement and the MDL Fees Order, so long as such contingency fees do not exceed a total contingency fee of 15% of the total gross recovery of the Plaintiff Subdivision pursuant to the CVS Settlement, inclusive of contingency fees from the national Attorney Fee Fund and this State Back-Stop Agreement. Before seeking fees or litigation costs and expenses from a State Back-Stop Agreement, private counsel

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representing Plaintiff Subdivisions must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the CVS Settlement Agreement. Further, private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.

To effectuate a State Back-Stop Agreement pursuant to this section, an agreement in the form of Appendix 3 may be entered into by a Plaintiff Subdivision, private counsel, and the California Office of the Attorney General. The California Office of the Attorney General shall, upon the request of a Plaintiff Subdivision, execute any agreement executed by a Plaintiff Subdivision and its private counsel if it is in the form of Appendix 3. The California Office of the Attorney General will also consider requests from Plaintiff Subdivisions to execute and enter into agreements presented in other forms.

For the avoidance of doubt, this agreement does not require a Plaintiff Subdivision to request or enter into a State Back-Stop Agreement, and no State Back-Stop Agreement shall impose any duty or obligation on the State of California or any of its agencies or officers, including without limitation the Attorney General.

5. State and Subdivision Reporting

a) DHCS will prepare an annual written report regarding the State's use of funds from the settlement until those funds are fully expended and for one year thereafter. These reports will be made publicly available on the DHCS web site.

b) Each CA Participating Subdivision that receives payments of funds from the settlement will prepare written reports at least annually regarding the use of those funds, until those funds are fully expended and for one year thereafter. These reports will also include a certification that all funds that the CA Participating Subdivision has received through the settlement have been used in compliance with the CVS Settlement Agreement and this CA CVS Allocation Agreement. The report will be in a form reasonably determined by DHCS. Prior to specifying the form of the report DHCS will confer with representatives of the Plaintiff Subdivisions.

c) The State and all CA Participating Subdivisions receiving CA Abatement Accounts Funds will track all deposits and expenditures. Each such subdivision is responsible solely for the CA Abatement Accounts Funds it receives. A county is not responsible for oversight, reporting, or monitoring of CA Abatement Accounts Funds received by a city within that county that receives direct payment. Unless otherwise exempt, Subdivisions' expenditures and uses of CA Abatement Accounts Funds and other Settlement Funds will be subject to the normal budgetary and expenditure process of the Subdivision.

d) Each Plaintiff Subdivision receiving CA Subdivision Funds will track all deposits and expenditures, as required by the CVS Settlement Agreement and this CA CVS Allocation Agreement. Among other things, Plaintiff Subdivisions using monies from the CA Subdivision Fund for purposes that do not qualify as Opioid Remediation must identify and include in their annual report, the amount and how such funds were used, including if used to pay attorneys' fees, investigation costs, or litigation costs. Pursuant to Section V(B)(2) of the CVS Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and CVS.

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e) In each year in which DHCS prepares an annual report DHCS will also host a meeting to discuss the annual report and the Opioid Remediation activities being carried out by the State and Participating Subdivisions.

6. Miscellaneous

a) The State or any CA Participating Subdivision may bring a motion or action in the court where the State has filed its Consent Judgment to enforce the requirements of this CA CVS Allocation Agreement. Before filing such a motion or action the State will meet and confer with any CA Participating Subdivision that is the subject of the anticipated motion or action, and vice versa.

b) Except as provided in the CVS Settlement Agreement, this CA CVS Allocation Agreement is not enforceable by any party other than the State and the CA Participating Subdivisions. It does not confer any rights or remedies upon, and shall not be enforceable by, any third party.

c) Except as provided in the CA CVS Allocation Agreement, if any provision of this agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this agreement will be valid and enforceable to the fullest extent permitted by law.

d) Except as provided in the CVS Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.

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The undersigned, City of Aliso Viejo, ACKNOWLEDGES acceptance of this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – CVS Settlement is a requirement to be an Initial Participating Subdivision in the CVS Settlement and ACCEPTS this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – CVS Settlement. EXECUTED on _____.

Signature: _____

Name: _____

Title: _____

Date: _____

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DISCLAIMER: The allocation percentages herein are estimates only and should not be relied on for decisions regarding legal rights, releases, waivers, or other decisions affecting current or potential legal claims. Percentages shown in the Plaintiff Subdivision Percentage column may change pursuant to Section 4.C. of the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds—CVS Settlement, whereas the percentages shown in the Abatement Percentage column should not change. Participating Subdivisions, underlying calculations, and the calculated allocation percentages are subject to change. Regarding the column herein entitled "Abatement Percentage," pursuant to Section 4.B.e., the State of California will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision. Regarding the column herein entitled "Plaintiff Subdivision Percentage," payments allocated to a Plaintiff Subdivision, which is not an Initial Participating Subdivision, will be re-allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. Regarding the column herein entitled "Abatement Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Abatement Account Funds received, pursuant to Section 4.B. Regarding the column herein entitled "Plaintiff Subdivision Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Subdivision Funds received, pursuant to Section 4.C. Regarding the column herein entitled "Weighted Allocation Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the combined and weighted allocation of the Abatement Percentage and the Plaintiff Subdivision Percentage.

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			100.000%	100.000%	100.000%
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
County	***Alameda County***	Alameda	2.332%	2.853%	**2.4237952%**
City	Alameda	Alameda	0.069%		**0.0570162%**
City	Albany	Alameda	0.013%		**0.0107768%**
City	Berkeley	Alameda	0.152%		**0.1249656%**
City	Dublin	Alameda	0.033%	0.040%	**0.0338810%**
City	Emeryville	Alameda	0.023%		**0.0185765%**
City	Fremont	Alameda	0.108%		**0.0888576%**
City	Hayward	Alameda	0.117%		**0.0966218%**
City	Livermore	Alameda	0.054%		**0.0446740%**
City	Newark	Alameda	0.026%		**0.0217626%**
City	Oakland	Alameda	0.486%	0.595%	**0.5055601%**
City	Piedmont	Alameda	0.014%		**0.0114064%**
City	Pleasanton	Alameda	0.067%		**0.0554547%**
City	San Leandro	Alameda	0.039%		**0.0321267%**
City	Union City	Alameda	0.043%		**0.0352484%**
County	***Amador County***	Amador	0.226%	0.277%	**0.2349885%**
County	***Butte County***	Butte	1.615%	1.975%	**1.6783178%**
City	Chico	Butte	0.216%	0.264%	**0.2246499%**
City	Oroville	Butte	0.079%		**0.0646595%**
County	***Calaveras County***	Calaveras	0.226%	0.277%	**0.2351644%**
County	***Colusa County***	Colusa	0.059%		**0.0489221%**
County	***Contra Costa County***	Contra Costa	2.102%	2.571%	**2.1844585%**
City	Antioch	Contra Costa	0.037%		**0.0301879%**
City	Brentwood	Contra Costa	0.026%		**0.0215339%**
City	Clayton	Contra Costa	0.002%		**0.0018060%**
City	Concord	Contra Costa	0.055%		**0.0456676%**
City	Danville	Contra Costa	0.010%		**0.0082255%**
City	El Cerrito	Contra Costa	0.023%		**0.0189024%**
City	Hercules	Contra Costa	0.010%		**0.0078273%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Lafayette	Contra Costa	0.006%		**0.0046030%**
City	Martinez	Contra Costa	0.012%		**0.0098593%**
City	Moraga	Contra Costa	0.004%		**0.0031007%**
City	Oakley	Contra Costa	0.010%		**0.0079416%**
City	Orinda	Contra Costa	0.005%		**0.0038157%**
City	Pinole	Contra Costa	0.013%		**0.0110909%**
City	Pittsburg	Contra Costa	0.053%		**0.0436369%**
City	Pleasant Hill	Contra Costa	0.013%		**0.0106309%**
City	Richmond	Contra Costa	0.146%		**0.1201444%**
City	San Pablo	Contra Costa	0.018%		**0.0148843%**
City	San Ramon	Contra Costa	0.021%		**0.0176459%**
City	Walnut Creek	Contra Costa	0.026%		**0.0212132%**
County	***Del Norte County***	Del Norte	0.114%	0.140%	**0.1189608%**
County	***El Dorado County***	El Dorado	0.768%	0.939%	**0.7980034%**
City	Placerville	El Dorado	0.015%		**0.0127642%**
City	South Lake Tahoe	El Dorado	0.081%		**0.0665456%**
County	***Fresno County***	Fresno	1.895%	2.318%	**1.9693410%**
City	Clovis	Fresno	0.065%		**0.0536211%**
City	Coalinga	Fresno	0.012%		**0.0098554%**
City	Fresno	Fresno	0.397%		**0.3270605%**
City	Kerman	Fresno	0.005%		**0.0042534%**
City	Kingsburg	Fresno	0.008%		**0.0066167%**
City	Mendota	Fresno	0.002%		**0.0019387%**
City	Orange Cove	Fresno	0.004%		**0.0035607%**
City	Parlier	Fresno	0.008%		**0.0069755%**
City	Reedley	Fresno	0.012%		**0.0098804%**
City	Sanger	Fresno	0.018%		**0.0146135%**
City	Selma	Fresno	0.015%		**0.0127537%**
County	***Glenn County***	Glenn	0.107%	0.131%	**0.1116978%**
County	***Humboldt County***	Humboldt	1.030%	1.260%	**1.0703185%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Arcata	Humboldt	0.054%		**0.0447660%**
City	Eureka	Humboldt	0.117%	0.143%	**0.1216284%**
City	Fortuna	Humboldt	0.032%		**0.0266837%**
County	***Imperial County***	Imperial	0.258%	0.315%	**0.2679006%**
City	Brawley	Imperial	0.011%		**0.0087986%**
City	Calexico	Imperial	0.019%		**0.0152799%**
City	El Centro	Imperial	0.158%		**0.1302522%**
City	Imperial	Imperial	0.006%		**0.0048791%**
County	***Inyo County***	Inyo	0.073%	0.089%	**0.0754413%**
County	***Kern County***	Kern	2.517%	3.079%	**2.6159145%**
City	Arvin	Kern	0.006%		**0.0046425%**
City	Bakersfield	Kern	0.212%		**0.1747198%**
City	California City	Kern	0.009%		**0.0070820%**
City	Delano	Kern	0.030%		**0.0249316%**
City	McFarland	Kern	0.003%		**0.0025644%**
City	Ridgecrest	Kern	0.015%		**0.0120938%**
City	Shafter	Kern	0.013%		**0.0103417%**
City	Tehachapi	Kern	0.009%		**0.0073580%**
City	Wasco	Kern	0.008%		**0.0069861%**
County	***Kings County***	Kings	0.293%		**0.2413469%**
City	Avenal	Kings	0.007%		**0.0056335%**
City	Corcoran	Kings	0.013%		**0.0107032%**
City	Hanford	Kings	0.027%		**0.0226038%**
City	Lemoore	Kings	0.016%		**0.0131900%**
County	***Lake County***	Lake	0.795%		**0.6545389%**
City	Clearlake	Lake	0.041%	0.050%	**0.0426253%**
City	Lakeport	Lake	0.021%	0.026%	**0.0222964%**
County	***Lassen County***	Lassen	0.319%	0.391%	**0.3320610%**
City	Susanville	Lassen	0.027%		**0.0219295%**
County	***Los Angeles County***	Los Angeles	13.896%	16.999%	**14.4437559%**

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City	Agoura Hills	Los Angeles	0.005%		**0.0040024%**
City	Alhambra	Los Angeles	0.042%		**0.0343309%**
City	Arcadia	Los Angeles	0.033%		**0.0267718%**
City	Artesia	Los Angeles	0.001%		**0.0005100%**
City	Azusa	Los Angeles	0.026%		**0.0210857%**
City	Baldwin Park	Los Angeles	0.027%		**0.0218520%**
City	Bell	Los Angeles	0.008%		**0.0068783%**
City	Bellflower	Los Angeles	0.002%		**0.0014485%**
City	Bell Gardens	Los Angeles	0.014%		**0.0114301%**
City	Beverly Hills	Los Angeles	0.065%		**0.0534897%**
City	Burbank	Los Angeles	0.100%		**0.0823132%**
City	Calabasas	Los Angeles	0.006%		**0.0048948%**
City	Carson	Los Angeles	0.019%		**0.0159805%**
City	Cerritos	Los Angeles	0.005%		**0.0039682%**
City	Claremont	Los Angeles	0.010%		**0.0082584%**
City	Commerce	Los Angeles	0.000%		**0.0002971%**
City	Compton	Los Angeles	0.044%		**0.0361882%**
City	Covina	Los Angeles	0.028%		**0.0229127%**
City	Cudahy	Los Angeles	0.001%		**0.0006020%**
City	Culver City	Los Angeles	0.055%		**0.0449894%**
City	Diamond Bar	Los Angeles	0.001%		**0.0006993%**
City	Downey	Los Angeles	0.052%		**0.0429994%**
City	Duarte	Los Angeles	0.003%		**0.0027261%**
City	El Monte	Los Angeles	0.031%	0.038%	**0.0318985%**
City	El Segundo	Los Angeles	0.033%		**0.0268020%**
City	Gardena	Los Angeles	0.034%		**0.0278088%**
City	Glendale	Los Angeles	0.166%		**0.1366586%**
City	Glendora	Los Angeles	0.016%		**0.0134411%**
City	Hawaiian Gardens	Los Angeles	0.005%		**0.0040549%**
City	Hawthorne	Los Angeles	0.050%		**0.0407833%**

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City	Hermosa Beach	Los Angeles	0.018%		**0.0145307%**
City	Huntington Park	Los Angeles	0.023%		**0.0190667%**
City	Inglewood	Los Angeles	0.059%		**0.0489195%**
City	La Cañada Flintridge	Los Angeles	0.003%		**0.0025565%**
City	Lakewood	Los Angeles	0.005%		**0.0039971%**
City	La Mirada	Los Angeles	0.010%		**0.0081572%**
City	Lancaster	Los Angeles	0.045%		**0.0369689%**
City	La Puente	Los Angeles	0.002%		**0.0012999%**
City	La Verne	Los Angeles	0.024%		**0.0194190%**
City	Lawndale	Los Angeles	0.002%		**0.0017731%**
City	Lomita	Los Angeles	0.004%		**0.0031940%**
City	Long Beach	Los Angeles	0.439%		**0.3614151%**
City	Los Angeles	Los Angeles	2.715%	3.321%	**2.8218811%**
City	Lynwood	Los Angeles	0.016%		**0.0134345%**
City	Malibu	Los Angeles	0.002%		**0.0019269%**
City	Manhattan Beach	Los Angeles	0.032%		**0.0260686%**
City	Maywood	Los Angeles	0.004%		**0.0035528%**
City	Monrovia	Los Angeles	0.031%		**0.0254455%**
City	Montebello	Los Angeles	0.030%		**0.0250670%**
City	Monterey Park	Los Angeles	0.031%		**0.0256677%**
City	Norwalk	Los Angeles	0.031%		**0.0258228%**
City	Palmdale	Los Angeles	0.046%		**0.0375827%**
City	Palos Verdes Estates	Los Angeles	0.006%		**0.0053102%**
City	Paramount	Los Angeles	0.011%		**0.0091483%**
City	Pasadena	Los Angeles	0.146%		**0.1200524%**
City	Pico Rivera	Los Angeles	0.022%		**0.0183333%**
City	Pomona	Los Angeles	0.111%		**0.0911933%**
City	Rancho Palos Verdes	Los Angeles	0.002%		**0.0012645%**
City	Redondo Beach	Los Angeles	0.062%		**0.0506992%**
City	Rosemead	Los Angeles	0.003%		**0.0028260%**

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City	San Dimas	Los Angeles	0.003%		**0.0022016%**
City	San Fernando	Los Angeles	0.013%		**0.0104837%**
City	San Gabriel	Los Angeles	0.018%		**0.0147726%**
City	San Marino	Los Angeles	0.009%		**0.0073791%**
City	Santa Clarita	Los Angeles	0.022%		**0.0178167%**
City	Santa Fe Springs	Los Angeles	0.031%		**0.0257531%**
City	Santa Monica	Los Angeles	0.158%		**0.1298513%**
City	Sierra Madre	Los Angeles	0.006%		**0.0048646%**
City	Signal Hill	Los Angeles	0.010%		**0.0084884%**
City	South El Monte	Los Angeles	0.005%		**0.0039603%**
City	South Gate	Los Angeles	0.020%		**0.0166272%**
City	South Pasadena	Los Angeles	0.012%		**0.0095334%**
City	Temple City	Los Angeles	0.005%		**0.0039498%**
City	Torrance	Los Angeles	0.112%		**0.0919820%**
City	Walnut	Los Angeles	0.006%		**0.0047305%**
City	West Covina	Los Angeles	0.049%		**0.0404521%**
City	West Hollywood	Los Angeles	0.013%		**0.0108517%**
City	Whittier	Los Angeles	0.032%		**0.0260581%**
County	***Madera County***	Madera	0.349%	0.427%	**0.3630669%**
City	Chowchilla	Madera	0.012%		**0.0097332%**
City	Madera	Madera	0.039%		**0.0318441%**
County	***Marin County***	Marin	0.564%	0.690%	**0.5861325%**
City	Larkspur	Marin	0.015%		**0.0124697%**
City	Mill Valley	Marin	0.020%		**0.0168401%**
City	Novato	Marin	0.028%		**0.0229824%**
City	San Anselmo	Marin	0.009%		**0.0078062%**
City	San Rafael	Marin	0.089%		**0.0729823%**
County	***Mariposa County***	Mariposa	0.084%	0.103%	**0.0876131%**
County	***Mendocino County***	Mendocino	0.439%	0.536%	**0.4558394%**
City	Ukiah	Mendocino	0.039%		**0.0317153%**

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County	***Merced County***	Merced	0.551%	0.674%	**0.5724262%**
City	Atwater	Merced	0.024%		**0.0195846%**
City	Livingston	Merced	0.006%		**0.0045873%**
City	Los Banos	Merced	0.020%		**0.0165142%**
City	Merced	Merced	0.061%		**0.0500762%**
County	***Modoc County***	Modoc	0.065%	0.080%	**0.0678250%**
County	***Mono County***	Mono	0.023%	0.029%	**0.0242606%**
County	***Monterey County***	Monterey	0.908%	1.111%	**0.9437083%**
City	Greenfield	Monterey	0.006%		**0.0050552%**
City	King City	Monterey	0.005%		**0.0037355%**
City	Marina	Monterey	0.017%		**0.0144098%**
City	Monterey	Monterey	0.041%		**0.0336540%**
City	Pacific Grove	Monterey	0.009%		**0.0074842%**
City	Salinas	Monterey	0.094%		**0.0776576%**
City	Seaside	Monterey	0.023%		**0.0191772%**
City	Soledad	Monterey	0.007%		**0.0060870%**
County	***Napa County***	Napa	0.288%	0.352%	**0.2994325%**
City	American Canyon	Napa	0.017%		**0.0136869%**
City	Napa	Napa	0.078%		**0.0642783%**
County	***Nevada County***	Nevada	0.441%	0.539%	**0.4579827%**
City	Grass Valley	Nevada	0.024%		**0.0197805%**
City	Truckee	Nevada	0.003%		**0.0023843%**
County	***Orange County***	Orange	4.364%	5.339%	**4.5363576%**
City	Aliso Viejo	Orange	0.014%		**0.0113841%**
City	Anaheim	Orange	0.554%	0.678%	**0.5759282%**
City	Brea	Orange	0.086%		**0.0708897%**
City	Buena Park	Orange	0.087%		**0.0714352%**
City	Costa Mesa	Orange	0.124%	0.152%	**0.1288366%**
City	Cypress	Orange	0.033%		**0.0271937%**
City	Dana Point	Orange	0.001%		**0.0005560%**

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City	Fountain Valley	Orange	0.055%		**0.0455980%**
City	Fullerton	Orange	0.137%	0.168%	**0.1425744%**
City	Garden Grove	Orange	0.213%		**0.1752482%**
City	Huntington Beach	Orange	0.247%	0.302%	**0.2568420%**
City	Irvine	Orange	0.139%	0.170%	**0.1442350%**
City	Laguna Beach	Orange	0.047%	0.058%	**0.0493043%**
City	Laguna Hills	Orange	0.014%		**0.0115457%**
City	Laguna Niguel	Orange	0.001%		**0.0007071%**
City	Laguna Woods	Orange	0.001%		**0.0006546%**
City	La Habra	Orange	0.060%	0.073%	**0.0621049%**
City	Lake Forest	Orange	0.012%		**0.0101249%**
City	La Palma	Orange	0.012%		**0.0095439%**
City	Los Alamitos	Orange	0.008%		**0.0069190%**
City	Mission Viejo	Orange	0.014%		**0.0117560%**
City	Newport Beach	Orange	0.179%		**0.1470134%**
City	Orange	Orange	0.150%		**0.1231320%**
City	Placentia	Orange	0.029%	0.035%	**0.0298912%**
City	Rancho Santa Margarita	Orange	0.001%		**0.0006296%**
City	San Clemente	Orange	0.008%	0.010%	**0.0086083%**
City	San Juan Capistrano	Orange	0.008%		**0.0065510%**
City	Santa Ana	Orange	0.502%	0.614%	**0.5213866%**
City	Seal Beach	Orange	0.020%		**0.0165891%**
City	Stanton	Orange	0.035%		**0.0291955%**
City	Tustin	Orange	0.073%		**0.0600341%**
City	Westminster	Orange	0.104%	0.127%	**0.1082721%**
City	Yorba Linda	Orange	0.044%		**0.0362223%**
County	***Placer County***	Placer	1.045%	1.278%	**1.0861002%**
City	Auburn	Placer	0.017%		**0.0141114%**
City	Lincoln	Placer	0.031%		**0.0255599%**
City	Rocklin	Placer	0.076%		**0.0625485%**

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City	Roseville	Placer	0.196%		**0.1616559%**
County	***Plumas County***	Plumas	0.205%	0.251%	**0.2128729%**
County	***Riverside County***	Riverside	4.534%	5.547%	**4.7128296%**
City	Banning	Riverside	0.017%		**0.0143848%**
City	Beaumont	Riverside	0.021%		**0.0171135%**
City	Blythe	Riverside	0.012%		**0.0096714%**
City	Canyon Lake	Riverside	0.000%		**0.0001761%**
City	Cathedral City	Riverside	0.067%		**0.0553614%**
City	Coachella	Riverside	0.021%		**0.0173054%**
City	Corona	Riverside	0.147%		**0.1207083%**
City	Desert Hot Springs	Riverside	0.024%		**0.0200433%**
City	Eastvale	Riverside	0.000%		**0.0002747%**
City	Hemet	Riverside	0.051%		**0.0421792%**
City	Indio	Riverside	0.056%		**0.0457794%**
City	Jurupa Valley	Riverside	0.001%		**0.0008991%**
City	Lake Elsinore	Riverside	0.021%		**0.0172949%**
City	La Quinta	Riverside	0.063%		**0.0516732%**
City	Menifee	Riverside	0.032%		**0.0260909%**
City	Moreno Valley	Riverside	0.137%		**0.1130348%**
City	Murrieta	Riverside	0.048%	0.059%	**0.0497423%**
City	Norco	Riverside	0.016%		**0.0134542%**
City	Palm Desert	Riverside	0.083%		**0.0682465%**
City	Palm Springs	Riverside	0.076%		**0.0629862%**
City	Perris	Riverside	0.009%		**0.0076774%**
City	Rancho Mirage	Riverside	0.052%		**0.0431098%**
City	Riverside	Riverside	0.268%		**0.2206279%**
City	San Jacinto	Riverside	0.010%		**0.0085936%**
City	Temecula	Riverside	0.022%		**0.0180086%**
City	Wildomar	Riverside	0.008%		**0.0062500%**
County	***Sacramento County***	Sacramento	3.797%	4.645%	**3.9465887%**

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City	Citrus Heights	Sacramento	0.057%		**0.0465312%**
City	Elk Grove	Sacramento	0.130%		**0.1066994%**
City	Folsom	Sacramento	0.108%		**0.0890850%**
City	Galt	Sacramento	0.017%		**0.0143704%**
City	Rancho Cordova	Sacramento	0.008%		**0.0067679%**
City	Sacramento	Sacramento	0.721%	0.882%	**0.7496530%**
County	***San Benito County***	San Benito	0.106%	0.130%	**0.1101417%**
City	Hollister	San Benito	0.027%		**0.0225355%**
County	***San Bernardino County***	San Bernardino	3.259%	3.987%	**3.3878124%**
City	Adelanto	San Bernardino	0.008%		**0.0066640%**
City	Apple Valley	San Bernardino	0.025%		**0.0207360%**
City	Barstow	San Bernardino	0.015%		**0.0122056%**
City	Chino	San Bernardino	0.064%		**0.0525893%**
City	Chino Hills	San Bernardino	0.001%		**0.0006388%**
City	Colton	San Bernardino	0.031%		**0.0253443%**
City	Fontana	San Bernardino	0.112%		**0.0920543%**
City	Grand Terrace	San Bernardino	0.006%		**0.0051051%**
City	Hesperia	San Bernardino	0.035%		**0.0291522%**
City	Highland	San Bernardino	0.004%		**0.0029061%**
City	Loma Linda	San Bernardino	0.009%		**0.0071188%**
City	Montclair	San Bernardino	0.039%		**0.0322108%**
City	Ontario	San Bernardino	0.179%		**0.1472934%**
City	Rancho Cucamonga	San Bernardino	0.084%		**0.0689431%**
City	Redlands	San Bernardino	0.057%		**0.0469150%**
City	Rialto	San Bernardino	0.073%		**0.0603206%**
City	San Bernardino	San Bernardino	0.178%		**0.1461880%**
City	Twentynine Palms	San Bernardino	0.002%		**0.0012605%**
City	Upland	San Bernardino	0.052%		**0.0424460%**
City	Victorville	San Bernardino	0.033%		**0.0269400%**
City	Yucaipa	San Bernardino	0.016%		**0.0128772%**

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City	Yucca Valley	San Bernardino	0.003%		**0.0021228%**
County	***San Diego County***	San Diego	5.706%	6.980%	**5.9309748%**
City	Carlsbad	San Diego	0.128%		**0.1050485%**
City	Chula Vista	San Diego	0.189%	0.231%	**0.1961456%**
City	Coronado	San Diego	0.044%		**0.0359095%**
City	El Cajon	San Diego	0.113%		**0.0933582%**
City	Encinitas	San Diego	0.061%	0.074%	**0.0630289%**
City	Escondido	San Diego	0.145%		**0.1192204%**
City	Imperial Beach	San Diego	0.014%		**0.0118283%**
City	La Mesa	San Diego	0.055%	0.068%	**0.0575593%**
City	Lemon Grove	San Diego	0.022%		**0.0183911%**
City	National City	San Diego	0.080%		**0.0656808%**
City	Oceanside	San Diego	0.213%		**0.1753428%**
City	Poway	San Diego	0.062%		**0.0511040%**
City	San Diego	San Diego	1.975%	2.416%	**2.0531169%**
City	San Marcos	San Diego	0.089%		**0.0733897%**
City	Santee	San Diego	0.033%		**0.0268401%**
City	Solana Beach	San Diego	0.017%		**0.0138564%**
City	Vista	San Diego	0.052%		**0.0425144%**
Consolidated	***San Francisco***	San Francisco	3.026%	3.702%	**3.1457169%**
County	***San Joaquin County***	San Joaquin	1.680%	2.055%	**1.7460399%**
City	Lathrop	San Joaquin	0.009%		**0.0075394%**
City	Lodi	San Joaquin	0.053%		**0.0439484%**
City	Manteca	San Joaquin	0.054%		**0.0443454%**
City	Ripon	San Joaquin	0.013%		**0.0104219%**
City	Stockton	San Joaquin	0.313%	0.383%	**0.3256176%**
City	Tracy	San Joaquin	0.084%		**0.0692047%**
County	***San Luis Obispo County***	San Luis Obispo	0.816%	0.999%	**0.8484126%**
City	Arroyo Grande	San Luis Obispo	0.024%		**0.0199053%**
City	Atascadero	San Luis Obispo	0.029%		**0.0240680%**

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City	El Paso de Robles (Paso Robles)	San Luis Obispo	0.043%		**0.0353456%**
City	Grover Beach	San Luis Obispo	0.017%		**0.0137881%**
City	Morro Bay	San Luis Obispo	0.020%		**0.0160922%**
City	San Luis Obispo	San Luis Obispo	0.077%		**0.0637841%**
County	***San Mateo County***	San Mateo	1.074%	1.313%	**1.1159599%**
City	Belmont	San Mateo	0.021%		**0.0169860%**
City	Burlingame	San Mateo	0.019%		**0.0152537%**
City	Daly City	San Mateo	0.044%		**0.0363880%**
City	East Palo Alto	San Mateo	0.013%		**0.0103982%**
City	Foster City	San Mateo	0.020%		**0.0166101%**
City	Half Moon Bay	San Mateo	0.004%		**0.0031638%**
City	Hillsborough	San Mateo	0.013%		**0.0110029%**
City	Menlo Park	San Mateo	0.015%		**0.0126209%**
City	Millbrae	San Mateo	0.013%		**0.0105836%**
City	Pacifica	San Mateo	0.016%		**0.0130625%**
City	Redwood City	San Mateo	0.056%		**0.0463511%**
City	San Bruno	San Mateo	0.021%		**0.0172161%**
City	San Carlos	San Mateo	0.013%		**0.0108885%**
City	San Mateo	San Mateo	0.052%		**0.0425841%**
City	South San Francisco	San Mateo	0.043%		**0.0353943%**
County	***Santa Barbara County***	Santa Barbara	1.132%	1.385%	**1.1768968%**
City	Carpinteria	Santa Barbara	0.001%		**0.0008938%**
City	Goleta	Santa Barbara	0.004%		**0.0028969%**
City	Lompoc	Santa Barbara	0.047%		**0.0389379%**
City	Santa Barbara	Santa Barbara	0.122%		**0.1004559%**
City	Santa Maria	Santa Barbara	0.058%		**0.0479179%**
County	***Santa Clara County***	Santa Clara	2.404%	2.941%	**2.4987553%**
City	Campbell	Santa Clara	0.014%		**0.0112566%**
City	Cupertino	Santa Clara	0.008%		**0.0066824%**
City	Gilroy	Santa Clara	0.025%		**0.0202891%**

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City	Los Altos	Santa Clara	0.013%		**0.0103338%**
City	Los Gatos	Santa Clara	0.013%		**0.0103220%**
City	Milpitas	Santa Clara	0.036%		**0.0298120%**
City	Morgan Hill	Santa Clara	0.015%		**0.0124619%**
City	Mountain View	Santa Clara	0.041%		**0.0334608%**
City	Palo Alto	Santa Clara	0.039%		**0.0323080%**
City	San Jose	Santa Clara	0.294%	0.360%	**0.3054960%**
City	Santa Clara	Santa Clara	0.067%		**0.0549723%**
City	Saratoga	Santa Clara	0.004%		**0.0034161%**
City	Sunnyvale	Santa Clara	0.053%		**0.0434069%**
County	***Santa Cruz County***	Santa Cruz	0.783%	0.957%	**0.8135396%**
City	Capitola	Santa Cruz	0.020%		**0.0168191%**
City	Santa Cruz	Santa Cruz	0.143%		**0.1180348%**
City	Scotts Valley	Santa Cruz	0.015%		**0.0126525%**
City	Watsonville	Santa Cruz	0.063%		**0.0520136%**
County	***Shasta County***	Shasta	1.095%	1.339%	**1.1380191%**
City	Anderson	Shasta	0.024%		**0.0198896%**
City	Redding	Shasta	0.284%		**0.2334841%**
City	Shasta Lake	Shasta	0.004%		**0.0031993%**
County	***Siskiyou County***	Siskiyou	0.228%	0.279%	**0.2373393%**
County	***Solano County***	Solano	0.760%		**0.6260795%**
City	Benicia	Solano	0.031%		**0.0253903%**
City	Dixon	Solano	0.016%		**0.0130849%**
City	Fairfield	Solano	0.109%		**0.0897317%**
City	Suisun City	Solano	0.021%		**0.0176183%**
City	Vacaville	Solano	0.119%		**0.0976497%**
City	Vallejo	Solano	0.167%		**0.1373644%**
County	***Sonoma County***	Sonoma	1.218%	1.490%	**1.2661290%**
City	Healdsburg	Sonoma	0.032%		**0.0266929%**
City	Petaluma	Sonoma	0.081%		**0.0667507%**

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APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Rohnert Park	Sonoma	0.041%		**0.0340759%**
City	Santa Rosa	Sonoma	0.184%		**0.1519070%**
City	Sonoma	Sonoma	0.022%		**0.0183438%**
City	Windsor	Sonoma	0.016%		**0.0129298%**
County	***Stanislaus County***	Stanislaus	1.722%		**1.4182273%**
City	Ceres	Stanislaus	0.041%		**0.0340260%**
City	Modesto	Stanislaus	0.217%		**0.1788759%**
City	Newman	Stanislaus	0.006%		**0.0046964%**
City	Oakdale	Stanislaus	0.018%		**0.0145531%**
City	Patterson	Stanislaus	0.015%		**0.0126590%**
City	Riverbank	Stanislaus	0.010%		**0.0085699%**
City	Turlock	Stanislaus	0.065%		**0.0531966%**
County	***Sutter County***	Sutter	0.306%	0.374%	**0.3179548%**
City	Yuba City	Sutter	0.074%		**0.0606242%**
County	***Tehama County***	Tehama	0.213%	0.261%	**0.2216654%**
City	Red Bluff	Tehama	0.014%		**0.0117771%**
County	***Trinity County***	Trinity	0.082%	0.101%	**0.0855476%**
County	***Tulare County***	Tulare	0.809%	0.990%	**0.8410949%**
City	Dinuba	Tulare	0.014%		**0.0116929%**
City	Exeter	Tulare	0.004%		**0.0032479%**
City	Farmersville	Tulare	0.003%		**0.0027879%**
City	Lindsay	Tulare	0.007%		**0.0057111%**
City	Porterville	Tulare	0.021%		**0.0171845%**
City	Tulare	Tulare	0.037%		**0.0302273%**
City	Visalia	Tulare	0.066%		**0.0545872%**
County	***Tuolumne County***	Tuolumne	0.486%	0.594%	**0.5047621%**
County	***Ventura County***	Ventura	2.192%	2.681%	**2.2781201%**
City	Camarillo	Ventura	0.002%		**0.0012815%**
City	Fillmore	Ventura	0.002%		**0.0020294%**
City	Moorpark	Ventura	0.008%		**0.0067337%**

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APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Oxnard	Ventura	0.156%	0.190%	**0.1617338%**
City	Port Hueneme	Ventura	0.021%		**0.0174145%**
City	San Buenaventura (Ventura)	Ventura	0.085%		**0.0702181%**
City	Santa Paula	Ventura	0.014%		**0.0119072%**
City	Simi Valley	Ventura	0.065%		**0.0533043%**
City	Thousand Oaks	Ventura	0.022%		**0.0179902%**
County	***Yolo County***	Yolo	0.357%	0.437%	**0.3713319%**
City	Davis	Yolo	0.055%		**0.0451747%**
City	West Sacramento	Yolo	0.066%		**0.0544321%**
City	Woodland	Yolo	0.058%		**0.0477904%**
County	***Yuba County***	Yuba	0.214%	0.262%	**0.2225679%**
City	Marysville	Yuba	0.014%		**0.0112079%**

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APPENDIX 2

Cost Reimbursement Procedure

1. Additional defined terms:

a) *Costs* means the reasonable amounts paid for the attorney and other City Attorney and County Counsel staff time for individuals employed by a Plaintiff Subdivision at the contractual rate, inclusive of benefits and overhead, together with amounts paid for court reporters, experts, copying, electronic research, travel, vendors, and the like, which were not previously reimbursed and which were paid or incurred (i) prior to December 31, 2022 in litigation against any Opioid Defendant and/or (ii) in negotiating and drafting any CA Allocation Agreement(s) concerning a settlement with any Opioid Defendant(s). *Costs* does not include attorneys' fees, costs, or expenses incurred by private contingency fee counsel. No part of the CA Abatement Accounts Fund will be used to reimburse Costs.

b) *First Claims Date* means October 1, 2023 or when all applications for reimbursement of Costs, in whole or in part, from funds available under Section X and Exhibit R of the CVS Settlement Agreement, Section XIV and Exhibit R of the Teva Settlement Agreement, Section XIII and Exhibit R of the Allergan Settlement Agreement, Section X and Exhibit R of the Distributor Settlement Agreement, Section XI and Exhibit R of the Janssen Settlement Agreement, Section IX and Exhibit R of the Walgreens Settlement Agreement, or Section IX and Exhibit R of the Walmart Settlement Agreement, have been finally determined under the provisions of those agreements, whichever comes first.

c) *Special Master* means a retired judicial officer or former public lawyer, not presently employed or retained by a Plaintiff Subdivision, who will aggregate, review, and determine the reasonable Costs to be awarded to each Plaintiff Subdivision that submits a claim for reimbursement of Costs. The Special Master will be selected by a majority vote of the votes cast by Plaintiff Subdivisions, with each such subdivision having one vote.

d) *Plaintiff Subdivision Committee* means the committee of Plaintiff Subdivisions that will review and approve the invoices submitted by the Special Master reflecting his or her reasonable time and expenses.

2. Cost Reimbursement to Plaintiff Subdivision

a) Purpose. Substantial resources have been expended to hold Opioid Defendants accountable for creating and profiting from the opioid crisis, and this effort has been a significant catalyst in creating National Opioid Settlements with various manufacturers, distributors, and chain pharmacies.

b) Claims Procedure.

i. If a Plaintiff Subdivision is eligible to seek reimbursement of Costs, in whole or in part, from funds available under Section X and Exhibit R of the CVS Settlement

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Agreement, Section XIV and Exhibit R of the Teva Settlement Agreement, Section XIII and Exhibit R of the Allergan Settlement Agreement, Section IX and Exhibit R of the Walgreens Settlement Agreement, Section IX and Exhibit R of the Walmart Settlement Agreement, Section X or Exhibit R of the Distributor Settlement Agreement, or Section XI or Exhibit R of the Janssen Settlement Agreement, it must first make a timely application for reimbursement from such funds. To allow sufficient time for determination of those applications, no claim for Costs to the CA Subdivision Fund under this Agreement may be made before the First Claims Date.

ii. A Plaintiff Subdivision that wishes to be reimbursed from the CA Subdivision Fund must submit a claim to the Special Master no later than forty-five (45) days after the First Claims Date. The Special Master will then compile and redistribute the aggregated claim totals for each Plaintiff Subdivision via email to representatives of all the Plaintiff Subdivisions. A claim for attorney and staff time must list, for each attorney or staff member included in the claim, the following information: name, title, total hours claimed, hourly rate (including, if sought, benefits and share of overhead), and narrative summarizing the general nature of the work performed by the attorney or staff member. For reimbursement of "hard" costs, the subdivision may aggregate across a category (e.g., total for travel costs). It is the intention of the Plaintiff Subdivisions that submission of documents related to reimbursement of Costs does not waive any attorney-client privilege or exemptions to the California Public Records Act.

iii. The Special Master may request, at his or her sole option, additional documents or details to assist in the final award of Costs.

iv. The Special Master will review claims for reasonableness and will notify each Plaintiff Subdivision of the final determination of its claim, and will provide a list of all final awards to all Plaintiff Subdivisions by email or, upon request, via First Class U.S. Mail. Any Plaintiff Subdivision may ask the Special Master to reconsider any final award within twenty-one (21) days. The Special Master will make a final determination on any such reconsideration request within thirty (30) days of receipt.

v. Any decision of the Special Master is final and binding, and will be considered under the California Arbitration Act, Code of Civil Procedure section 1280 et seq. as a final arbitration award. Nothing in this agreement is intended to expand the scope of judicial review of the final award for errors of fact or law, and the Parties agree that they may only seek to vacate the award if clear and convincing evidence demonstrates one of the factors set forth in Code of Civil Procedure, section 1286.2, subdivision (a). Plaintiff Subdivisions will have fourteen (14) days after all final awards are made, together with any final determination of a request for

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reconsideration, to seek review in the Superior Court of California, pursuant to Code of Civil Procedure, section 1285, where the State has filed its Consent Judgment.

vi. The Special Master will prepare a report of Costs that includes his or her fees and expenses at least ninety (90) days before the Payment Date for each Annual Payment. The Special Master's preparation of a report of Costs does not discharge a Plaintiff Subdivision's reporting requirement under Section V(B)(2) of the CVS Settlement Agreement.

vii. A member of the Plaintiff Subdivision Committee, which is a CA Participating Subdivision, will submit to the Settlement Fund Administrator and CVS a report of the fees and expenses incurred by the Special Master pursuant to Section V(B)(2) of the CVS Settlement Agreement.

c) Claims Priority and Limitation.

i. The Special Master will submit invoices for compensation of reasonable fees and expenses to the Plaintiff Subdivision Committee no later than ninety (90) days prior to the Payment Date for each Annual Payment. The Plaintiff Subdivision Committee will promptly review and, if reasonable, approve the Special Master's invoice for compensation. The Plaintiff Subdivision Committee will submit approved invoices to the Settlement Fund Administrator for payment. The Special Master's approved invoices have priority and will be paid first from the CA Subdivision Fund before any award of Costs, subject to the limitation in Section 2.c.v below.

ii. Final Awards of Costs that do not exceed seventy-five thousand dollars ($75,000.00) will be paid next in priority after the Special Master's approved invoices.

iii. Final Awards of Costs in excess of seventy-five thousand dollars ($75,000.00) will be paid proportionally from the funds remaining in that year's Annual Payment.

iv. Any claim for Costs that is not paid in full will be allocated against the next year's distribution from the CA Subdivision Fund, until all approved claims for Costs are paid in full.

v. In no event will more than 50% of the total CA Subdivision Fund received in any year be used to pay Costs or the Special Master's approved invoices.

vi. In no event shall more than $28 million of the total CA Subdivision Funds paid pursuant to the CVS Settlement Agreement, Teva Settlement Agreement, Allergan Settlement Agreement, Distributor Settlement Agreement, Janssen Settlement Agreement, Walgreens Settlement Agreement, and the Walmart Settlement Agreement be used to pay Costs.

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d) Collateral Source Payments and Third-Party Settlement.

i. In the event a Plaintiff Subdivision is awarded compensation, in whole or in part, by any source of funds created as a result of litigation against an Opioid Defendant for its reasonable Costs, it will reduce its claim for Costs from the CA Subdivision Fund by that amount. If a Plaintiff Subdivision has already received a final award of Costs from the CA Subdivision Fund, it will repay the fund up to the prior award of Costs via a payment to the Settlement Fund Administrator or notify the Settlement Fund Administrator that its allocation from the next and subsequent Annual Payments should be reduced accordingly. If the Plaintiff Subdivision is repaying any prior award of Costs, that repayment will occur as soon as is feasible after the Plaintiff Subdivision's receipt of Cost funds from the collateral source, but no more than 90 days after its receipt from the collateral source. The Settlement Fund Administrator will add any repaid Costs to the CA Subdivision Fund. Any Plaintiff Subdivision that has submitted for reimbursement to any national fund and has not received a final determination by the First Claims Date may request that the settlement administrator withhold some or all of its payment from the CA Subdivision Fund in order to avoid repayment.

ii. In the event a Plaintiff Subdivision reaches a monetary settlement or compromise against any Opioid Defendant outside of the National Opioid Settlement, the monetary portion of such settlement, net of fees paid to outside contingency fee counsel and of funds earmarked strictly for abatement, will be credited against its Costs and the subdivision will be ineligible to recover those credited Costs from the CA Subdivision Fund. Plaintiff Subdivisions negotiating monetary settlements or compromises against any Opioid Defendant outside of the National Opioid Settlement will negotiate for funds to repay any Costs it previously received from the CA Subdivision Fund or for Costs it otherwise might be eligible to claim from the CA Subdivision Fund. If such a settlement is paid after all final approved claims for Costs by all Plaintiff Subdivisions are satisfied in full, the settling subdivision will reimburse the CA Subdivision Fund in that amount by making payment to the Settlement Fund Administrator to add to the CA Subdivision Fund in a manner consistent with the repayments described in section 2.d.i above.

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APPENDIX 3

CALIFORNIA-SUBDIVISION BACKSTOP AGREEMENT

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

In light of the Order, and at the request of [SUBDIVISION], the [SUBDIVISION], its counsel [COUNSEL], and the California Attorney General, on behalf of the State of California, are entering into this California-Subdivision Backstop Agreement (Backstop Agreement).

[SUBDIVISION] and [COUNSEL] intend this Backstop Agreement to constitute a State Back-Stop Agreement as that term is used in the Order and in Exhibit R (Agreement on Attorneys' Fees, Costs, and Expenses) of the CVS Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the CVS Settlement Agreement and CA CVS Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the CVS Settlement CA Subdivision Fund to pay a contingent fee to [COUNSEL]. Any such payment from [SUBDIVISION] to [COUNSEL], together with any contingency fees that [COUNSEL] may receive from the national Attorney Fee Fund, will not exceed a total contingency fee of [PERCENTAGE NOT TO EXCEED 15%] of the total gross recovery of [SUBDIVISION] from the CVS Settlement.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the CVS Settlement Agreement before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this backstop agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

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

[DATE]	[SUBDIVISION SIGNATURE BLOCK]
[DATE]	[COUNSEL SIGNATURE BLOCK]
[DATE]	[ATTORNEY GENERAL SIGNATURE BLOCK]

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ZUCKERMAN
SPAEDER

Eric R. Delinsky
PARTNER
Zuckerman Spaeder LLP
edelinsky@zuckerman.com
202-778-1831

January 27, 2023

VIA EMAIL

Renuka R. George, Esq.
Senior Assistant Attorney General
Healthcare Rights and Access, California Department of Justice
Office of Attorney General Rob Bonta
1300 I Street
Sacramento, CA 95814
Email: renuka.george@doj.ca.gov

Re: CVS Opioids Settlement Agreement

Dear Ms. George:

This letter summarizes the agreement reached between CVS and the State of California regarding the multistate CVS Settlement Agreement dated December 9, 2022 regarding opioid claims by states and subdivisions (the "Multistate CVS Settlement Agreement").

CVS Health Corporation and CVS Pharmacy, Inc., and all of their past and present direct and indirect parents and subsidiaries ("CVS"), and the State of California, by and through its Attorney General Rob Bonta, have agreed to the following modifications to the Multistate CVS Settlement Agreement in its application to California. For the avoidance of doubt, the limited modifications set forth below apply only to California and to no other state or territory.

Incentives B and C with 99% C Participation

- At 99 percent participation for both Incentive B and C, Incentive B is to be treated as 100 percent for California, while Incentive C remains at 99. Under this scenario, California would earn 92.6 percent of its maximum remediation share through base payments and Incentive B and Incentive C earnings. This percentage is subject to increases if Incentive D payments are earned.
- At 98 percent participation for Incentive B but 99 percent for Incentive C, Incentive B is to be treated as 99 percent for California, while Incentive C remains the same. Under this scenario, California would earn 91.2 percent of its maximum remediation share through base payments and Incentive B and Incentive C earnings. This percentage is subject to increases if Incentive D payments are earned.
- There are no other changes to Incentives B and/or C in the event of 99% participation for Incentive C.

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Incentives B and C with 98% C Participation

- At 98 percent participation for both Incentives B and C, Incentive B is to be treated as 99 percent for California. Under this scenario, California would earn 88.4 percent of its maximum remediation share through base payments and Incentive B and Incentive C earnings. This percentage is subject to increases if Incentive D payments are earned.
- There are no other changes to Incentives B and/or C in the event of 98% participation for Incentive C.

There are no other changes to Incentives B and/or C.

Incentive D Modifications

- 100 percent Incentive C participation = 6 percent Incentive D
- 99 percent Incentive C participation = 6 percent Incentive D
- 98 percent Incentive C participation = 7 percent Incentive D
- 97 percent Incentive C participation = 7 percent Incentive D
- 96 percent Incentive C participation = 8 percent Incentive D
- Below 96 percent Incentive C participation = 10 percent Incentive D

These limited California-specific modifications to the application of Incentives B and C were a necessary condition for California's decision to sign-on as a participating state to the Multistate CVS Settlement Agreement. The modifications to Incentives D were a necessary condition for CVS's agreement to the Incentive B and C modifications.

For the avoidance of doubt, all other terms and provisions in the Multistate CVS Settlement Agreement remain the same, including without limitation all participation tiers not specified above, all definitions, all release provisions, the ten-year payment schedule and all other terms and provisions of the payment schedule, and all other terms and provisions.

These terms shall be included in a stipulated judgment to be filed in a Superior Court in the State of California.

Sincerely,

Eric R. Delinsky
Counsel for CVS

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SO AGREED BY AND ON BEHALF OF THE STATE OF CALFORNIA:

Name: Renuka George
Title: Senior Assistant Attorney General
Date: 1/30/2023

City of Aliso Viejo
AGENDA ITEM

DATE: April 5, 2023

TO: Mayor and City Council

FROM: Scott C. Smith, City Attorney
Mitzi Ortiz, City Clerk

SUBJECT: FIRST PUBLIC HEARING TO CONSIDER COMPOSITION OF DISTRICTS FOR BY-DISTRICT ELECTIONS

Recommended Action:

Conduct first public hearing, receive and consider input from the public, provide further direction to staff.

Fiscal Impact:

The cost of the transition to districts is estimated to be $70,000.

If the City decides not to move forward with the transition to by-district elections and a CVRA lawsuit is filed against the City, the financial impact could be exponentially greater.

Background:

The City of Aliso Viejo currently elects its five-member City Council through an "at-large" election system in which each Councilmember may reside anywhere in the City, and each member is elected by voters Citywide to provide Citywide representation. This is in contrast to a "by-district" election system where the City is divided into geographical districts, each Council candidate must reside in the district they will represent, and only voters within a given district vote for that district's Councilmember.

On January 31, 2023, the City received a letter from Kevin Shenkman of Shenkman & Hughes on behalf of the Southwest Voter Registration Education Project and its Aliso Viejo members. The letter claims the City's at-large voting system dilutes the ability of Latino voters to elect candidates of their choice or to otherwise influence the outcome of City elections. As a result, Mr. Shenkman claims, the City's at-large elections violate the California Voting Rights Act ("CVRA"). This letter must be sent as a prerequisite to any lawsuit claiming CVRA violations.

In response to Mr. Shenkman's claim, the City Council adopted a Resolution of Intention to transition to by-district elections at its meeting of March 15, 2023.

Discussion:

Before adopting district-based elections, the City must first prepare a draft map or maps. However, before drawing a map, the City must hold at least two public hearings over a period of no more than 30 days. The public must be invited to provide input regarding the districts' boundaries and composition. Tonight's hearing is the first of the two pre-map hearings, with the second scheduled for April 19, 2023.

The map drawing process by the City begins after these initial two public hearings. The City Council will then define the criteria used to create one or more proposed district maps and present the draft map or maps for public comment and review in two subsequent public hearings. The proposed maps will be provided at least seven days prior to each of these public hearings. The final third and fourth public hearings must be held within 45 days of each other.

During the third and fourth public hearings, the Council will also need to determine the "sequencing" of the elections. This means that the Council will need to decide which districts will first have elections on which dates.

All hearings will be held in the City Hall – Council Chamber, 12 Journey, Suite 150, Aliso Viejo, California.

To increase public awareness of the transition to district elections, the City will use a variety of public communication channels to engage members of the community. Districting information will continue to be featured on the City's website at the following web address: www.avcity.org/districts. In addition, the City's website will be populated with information about how the public can participate and also provide answers to frequently asked district questions.

The next public hearing for the Council to receive and consider input from the public concerning the composition of voting districts is scheduled for April 19, 2023. The public is also encouraged to provide input via email to districting@avcity.org, to drop it off at City Hall or mail it to the City Clerk.

City Attorney:

This report was drafted and submitted by the City Attorney and City Clerk.

Attachments:

1. Public Participation Kit (PPK) "2023 Existing Conditions Report (PDF)"
2. PPK: "Districting Instructions (PDF)"
3. PPK: "Idea Form (PDF)"
4. PPK: "Districting Plan Proposal Submission Map (PDF)"
5. Presentation PowerPoint

Existing Conditions for the City of Aliso Viejo

Table 1. Population by Race/Ethnicity for City of Aliso Viejo

	Number	Percent
Adjusted 2020 Total Population	**52,222**	**100.0%**
Hispanic or Latino of any Race	9,858	18.9%
Non-Hispanic White	29,057	55.6%
Non-Hispanic Black or African-American	955	1.8%
Non-Hispanic American Indian and Alaska Native	49	0.1%
Non-Hispanic Asian	8,509	16.3%
Non-Hispanic Native Hawaiian and Pacific Islander	155	0.3%
Non-Hispanic Some Other Race	327	0.6%
Non-Hispanic Two or More Races	3,312	6.3%
Adjusted 2020 Population 18 Years and Older	**40,624**	**100.0%**
Hispanic or Latino of any Race	7,099	17.5%
Non-Hispanic White	23,408	57.6%
Non-Hispanic Black or African-American	839	2.1%
Non-Hispanic American Indian and Alaska Native	40	0.1%
Non-Hispanic Asian	6,814	16.8%
Non-Hispanic Native Hawaiian and Pacific Islander	105	0.3%
Non-Hispanic Some Other Race	228	0.6%
Non-Hispanic Two or More Races	2,091	5.1%
Adjusted 2019 Citizen Voting Age Population (CVAP)	**34,661**	**100.0%**
Hispanic or Latino of any Race	5,688	16.4%
Non-Hispanic White	22,099	63.8%
Non-Hispanic Black or African-American	973	2.8%
Non-Hispanic American Indian and Alaska Native	64	0.2%
Non-Hispanic Asian	4,771	13.8%
Non-Hispanic Native Hawaiian and Pacific Islander	29	0.1%
Non-Hispanic Two or More Races	1,014	2.9%

Sources: Statewide Database; Adjusted, incarcerated persons reallocated P.L. 94-171 2020 Redistricting Data, Revised 9/27/2021. Statewide Database 2015-2019 Citizen Voting Age Population, adjusted to reflect reallocated incarcerated persons, on 2020 Census Blocks, Revised 9/27/2021.
Note: CVAP percentages are calculated from the sum of individual categories, not Total Estimated CVAP.

The target population for each council district is calculated by dividing the total city population by the number of council members.

Table 2. Target Population for District Scenarios

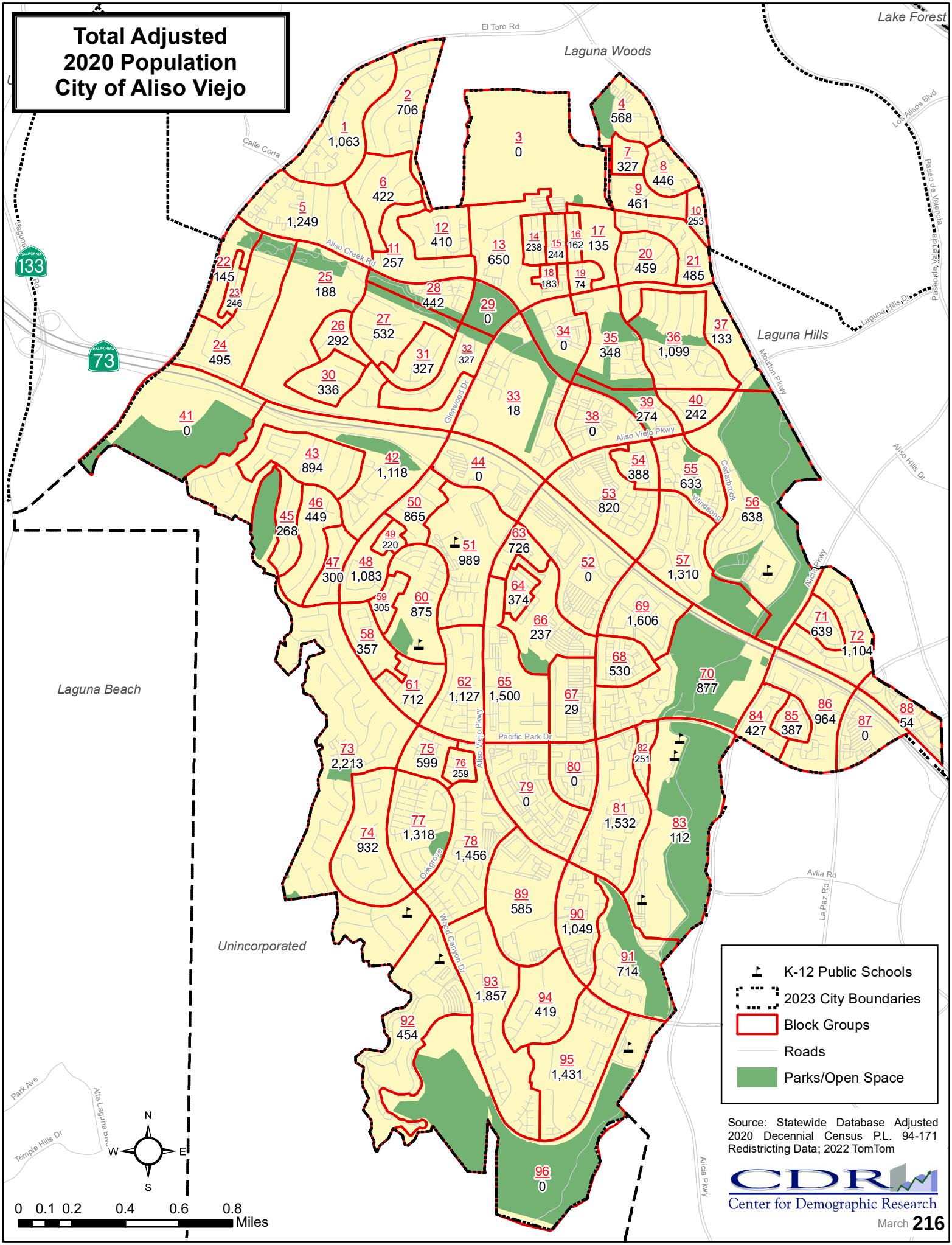
Total Adjusted 2020 Population	Number of Council Members	Target Population for Each District	District Majority (50% + 1)	Majority of CVAP (50% +1)
52,222	5	10,444	5,223	3,467

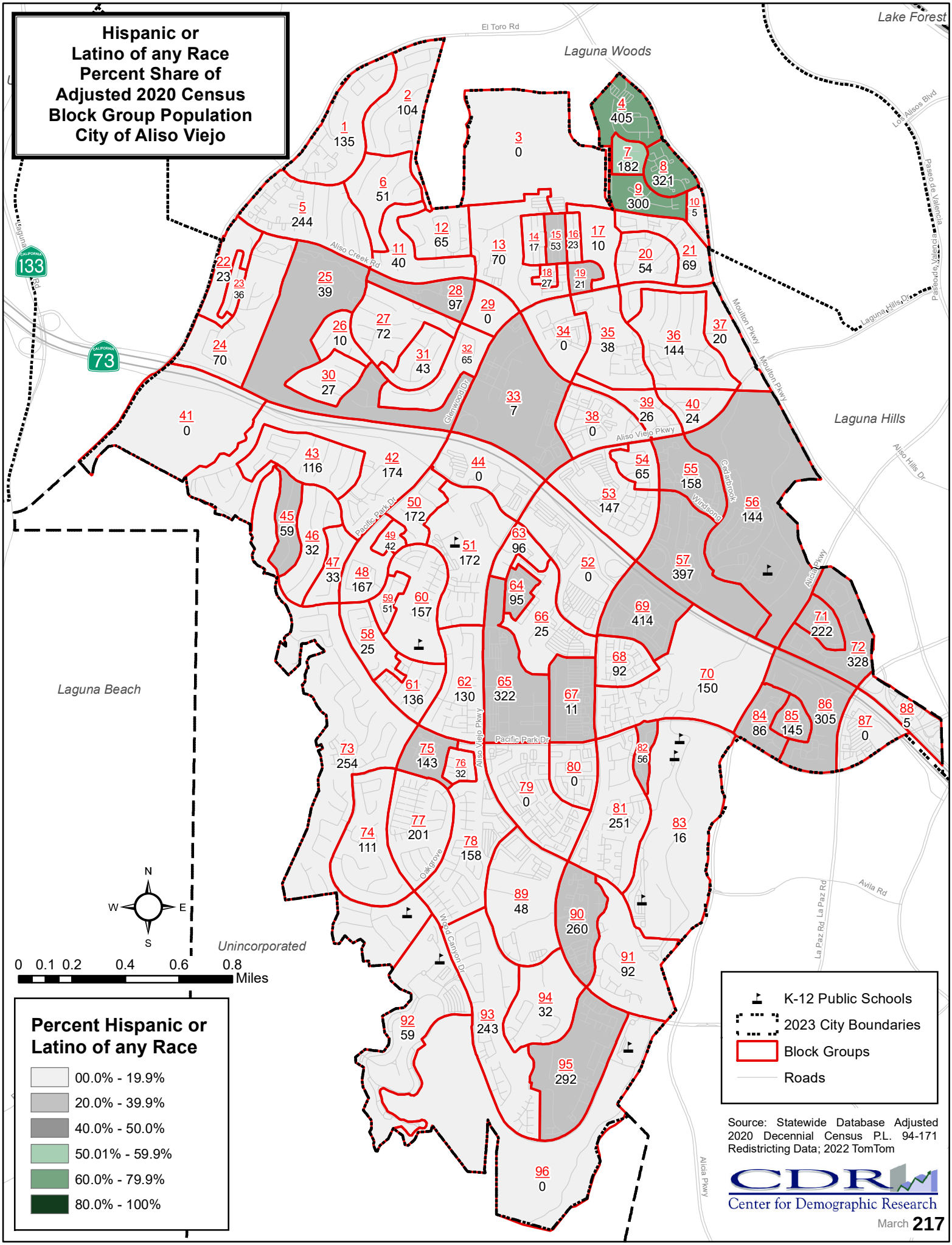
Existing Conditions for the City of Aliso Viejo

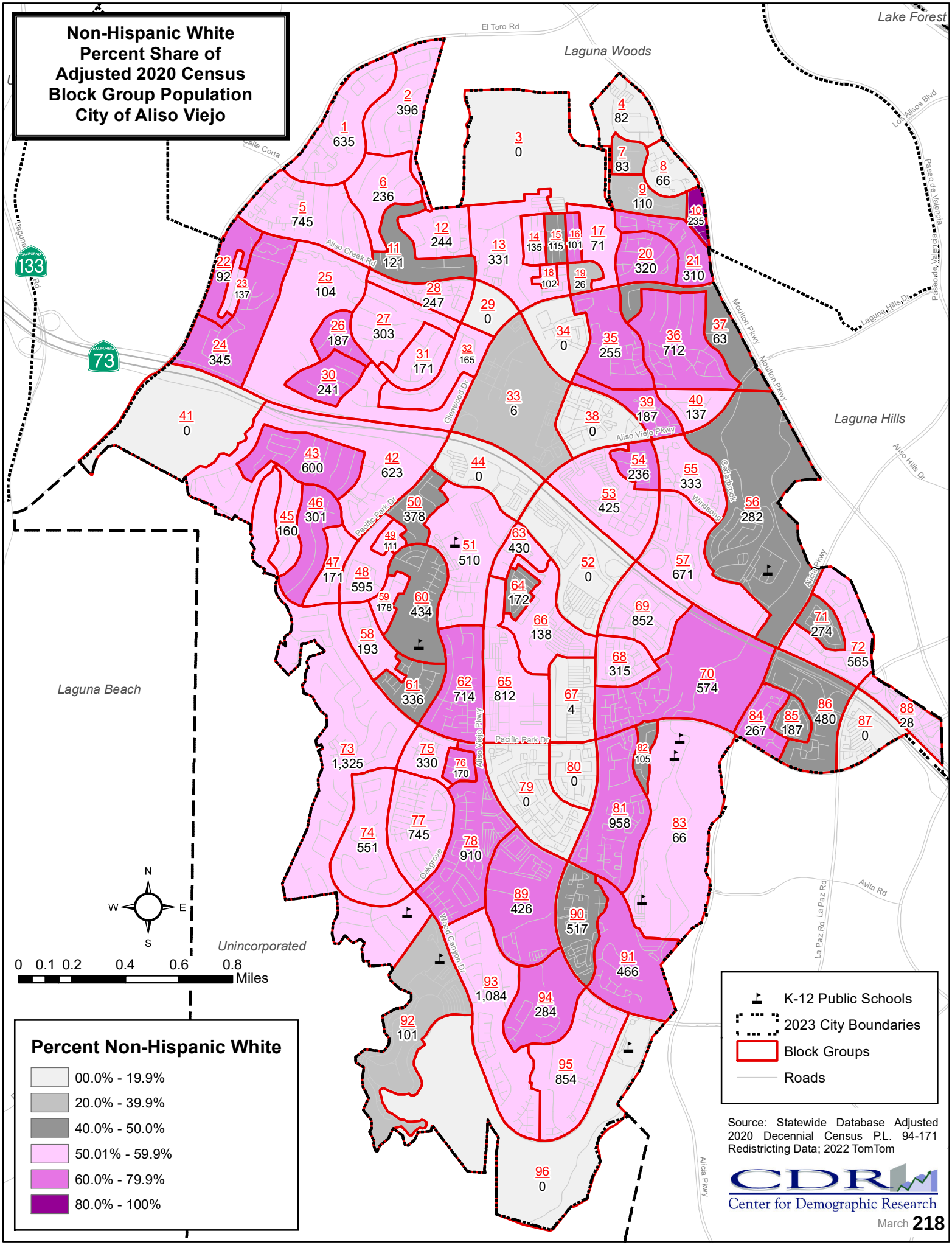
Table 3. Select Demographic Characteristics, City of Aliso Viejo

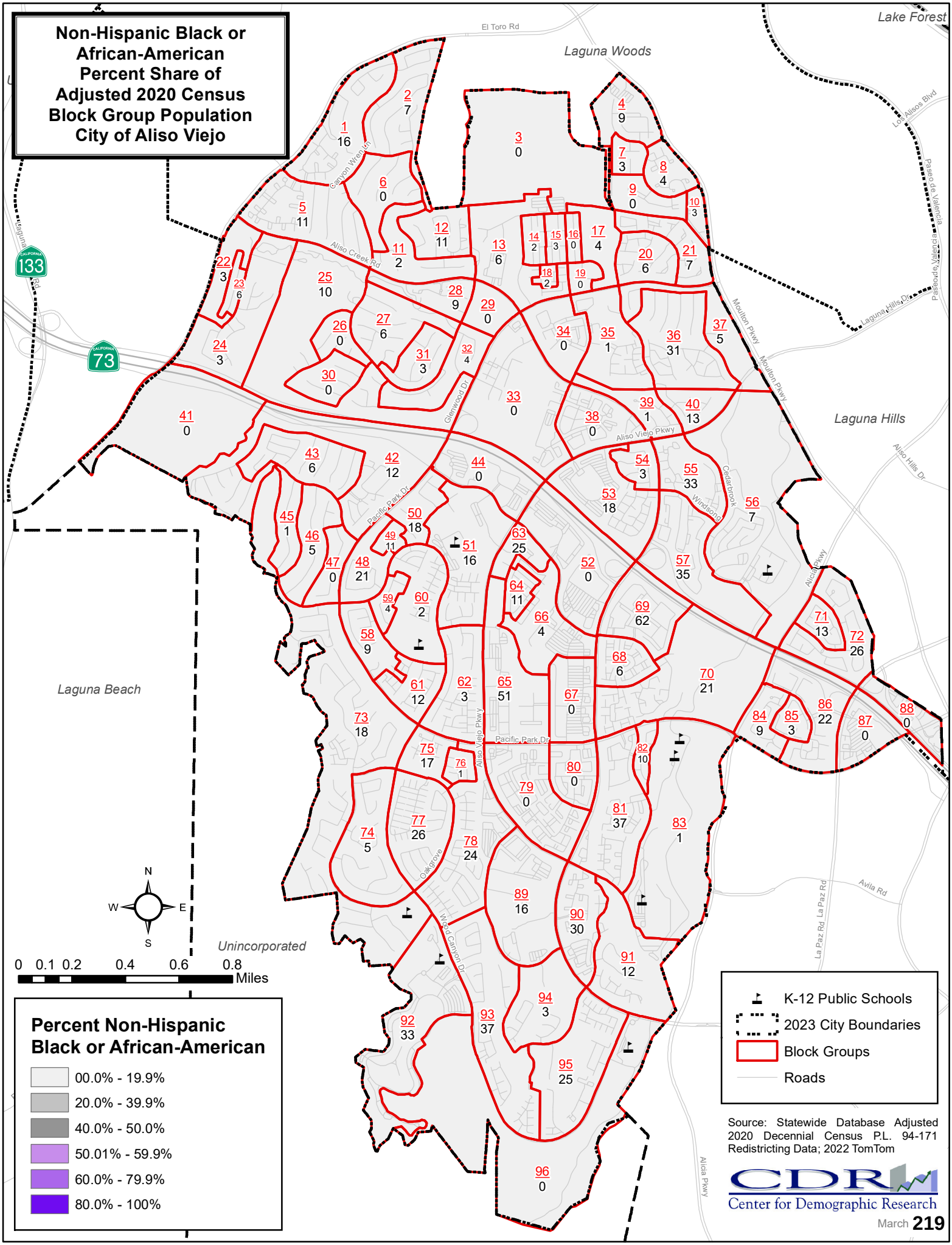
All Other Non-Hispanic Races/Ethnicities	Number	Percent
Total Population	**51,943**	**100.0%**
Hispanic or Latino of any Race	10,402	20.0%
Non-Hispanic White	29,158	56.1%
Non-Hispanic Black or African-American	1,312	2.5%
Non-Hispanic American Indian and Alaska Native	82	0.2%
Non-Hispanic Asian	8,012	15.4%
Non-Hispanic Native Hawaiian and Pacific Islander	14	0.0%
Non-Hispanic Some other race alone	201	0.4%
Non-Hispanic Two or more races	2,762	5.3%
Total Population	**51,943**	
Population 0 to 17 years	13,410	25.8%
Population 18+ years	38,533	74.2%
Population 18 to 64 years	34,014	65.5%
Population 65+ years	4,519	8.7%
Population 5 years and over	**47,875**	
Pop 5+ speaks English only at home	32,049	66.9%
Pop 5+ speaks Spanish at home	5,444	11.4%
Pop 5+ speaks Asian language at home	3,943	8.2%
Pop 5+ speaks other language at home	6,439	13.4%
Pop 5+ speaks English less than well at home	1,509	3.2%
Population 25+ years	**34,699**	
Pop 25+ without high school diploma	1,307	3.8%
Pop 25+ with high school diploma or GED	4,138	11.9%
Pop 25+ with Associate's degree or some college	9,744	28.1%
Pop 25+ with Bachelor's degree or higher	19,510	56.2%
Pop 25+ with graduate degree	7,389	21.3%
Foreign born	11,930	23.0%
Unemployed	1,217	4.0%
Population with income below poverty line	2,536	4.9%
Total Housing Units	**20,170**	**100.0%**
Occupied units (Households)	18,999	94.2%
Vacant units	1,171	5.8%
Owner-occupied	10,813	56.9%
Renter-occupied	8,186	43.1%
Single-family housing units	12,624	62.6%
Multi-family housing units	7,546	37.4%
Households with child/children under 18	7,391	38.9%
Median Household Income	$122,320	
Households (HH)	**18,999**	**100.0%**
HH income $0 - $24,999	1,559	8.2%
HH income $25,000 - $49,999	1,744	9.2%
HH income $50,000 - $74,999	1,905	10.0%
HH income $75,000 - $99,999	1,946	10.2%
HH income $100,000 - $199,999	7,989	42.0%
HH income $200,000 or more	3,856	20.3%

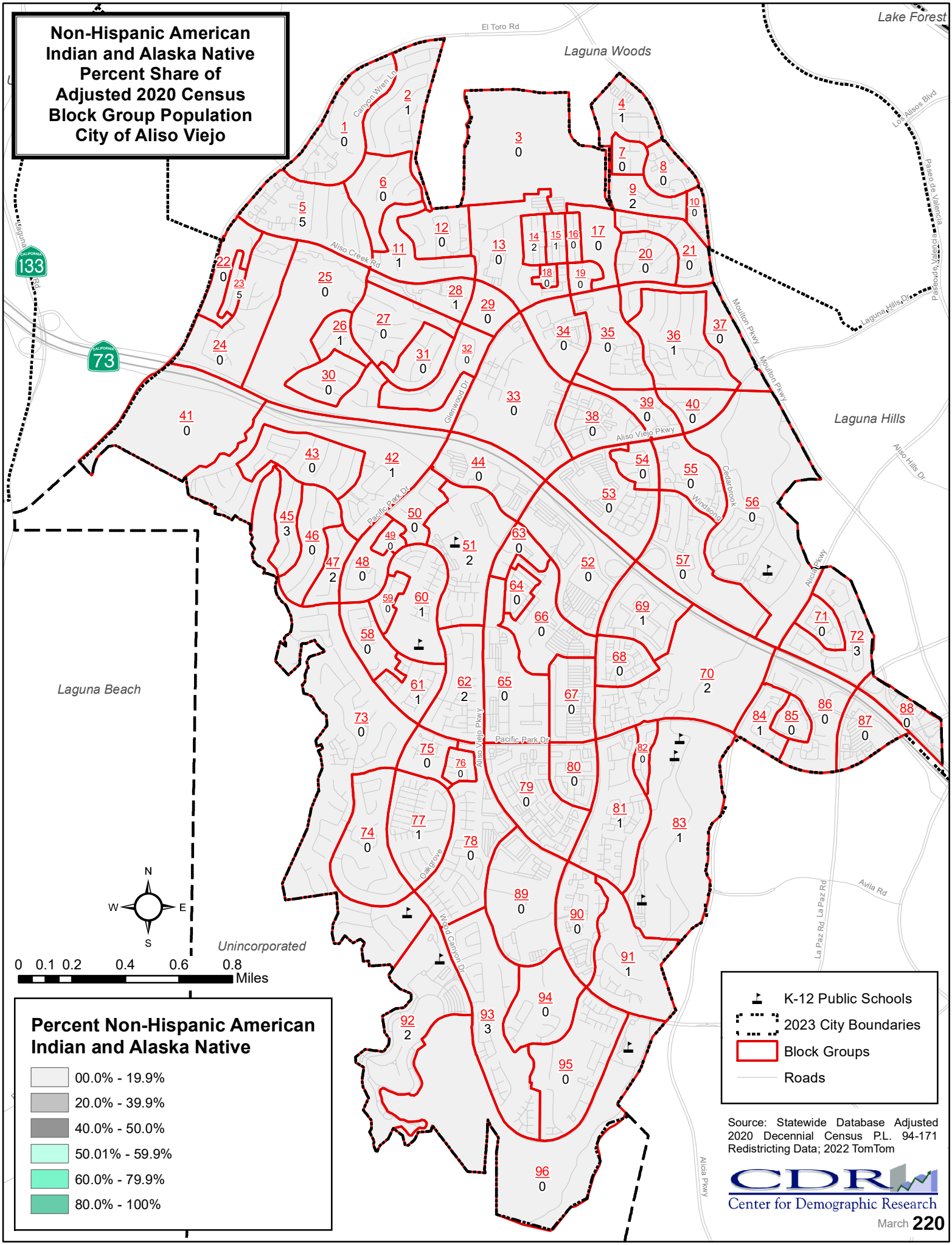
Source: U.S. Census Bureau American Community Survey 5-year estimates, 2017-2021

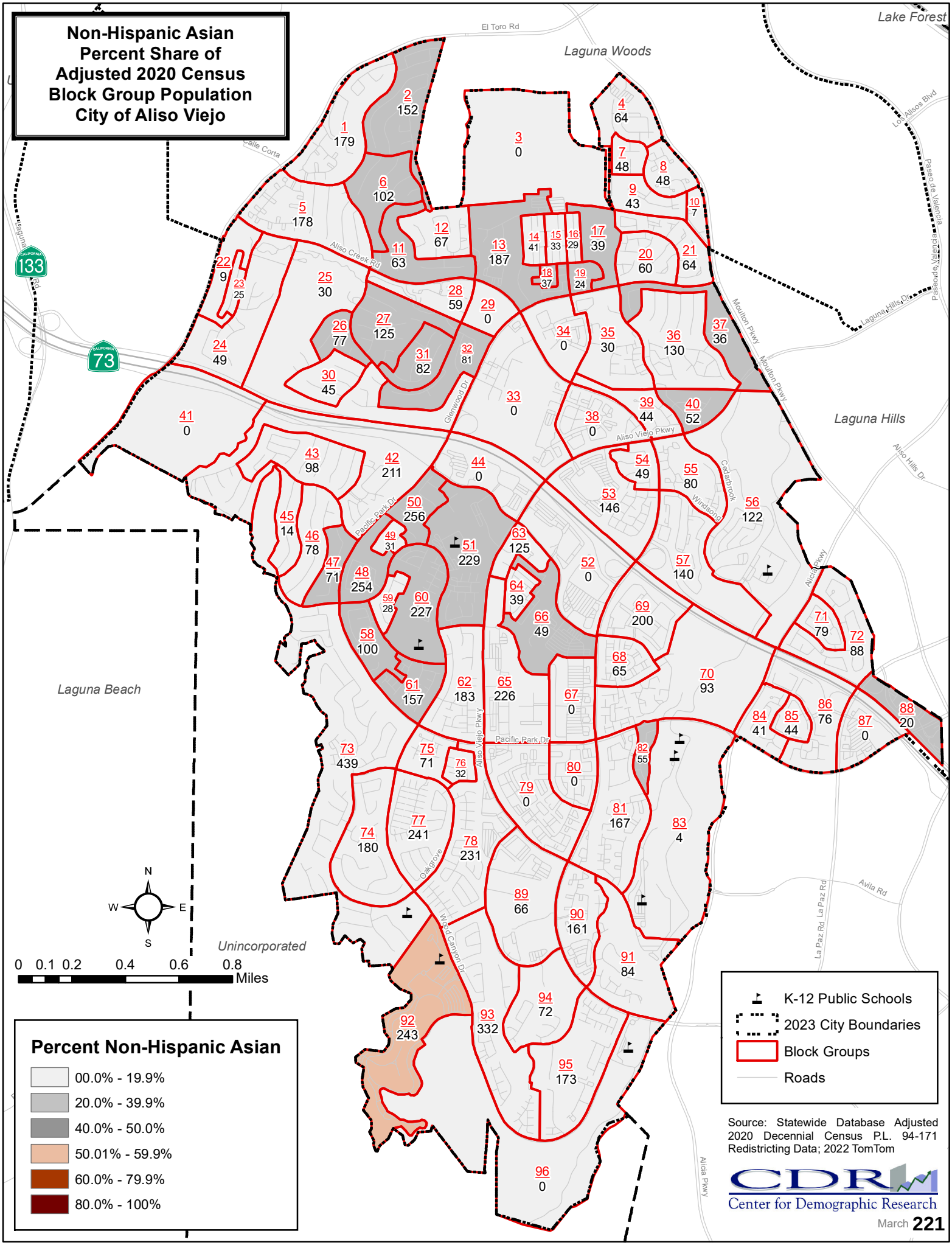

Total Adjusted
2020 Population
City of Aliso Viejo
Lake Forest
Laguna Woods
Laguna Hills
Laguna Beach
Unincorporated
El Toro Rd
Calle Corta
Aliso Creek Rd
Glenwood Dr
Aliso Viejo Pkwy
Pacific Park Dr
Oakgrove
Wood Canyon Dr
Moulton Pkwy
Cedarbrook
Windsong
Aliso Hills Dr
Avila Rd
La Paz Rd
Alicia Pkwy
Park Ave
Temple Hills Dr
Alta Laguna Blvd
Laguna Hills Dr
Paseo de Valencia
Los Alisos Blvd
1 1,063
2 706
3 0
4 568
5 1,249
6 422
7 327
8 446
9 461
10 253
11 257
12 410
13 650
14 238
15 244
16 162
17 135
18 183
19 74
20 459
21 485
22 145
23 246
24 495
25 188
26 292
27 532
28 442
29 0
30 336
31 327
32 327
33 18
34 0
35 348
36 1,099
37 133
38 0
39 274
40 242
41 0
42 1,118
43 894
44 0
45 268
46 449
47 300
48 1,083
49 220
50 865
51 989
52 0
53 820
54 388
55 633
56 638
57 1,310
58 357
59 305
60 875
61 712
62 1,127
63 726
64 374
65 1,500
66 237
67 29
68 530
69 1,606
70 877
71 639
72 1,104
73 2,213
74 932
75 599
76 259
77 1,318
78 1,456
79 0
80 0
81 1,532
82 251
83 112
84 427
85 387
86 964
87 0
88 54
89 585
90 1,049
91 714
92 454
93 1,857
94 419
95 1,431
96 0
K-12 Public Schools
2023 City Boundaries
Block Groups
Roads
Parks/Open Space
N
S
E
W
0 0.1 0.2 0.4 0.6 0.8
Miles
Source: Statewide Database Adjusted 2020 Decennial Census P.L. 94-171 Redistricting Data; 2022 TomTom
CDR
Center for Demographic Research
March 216

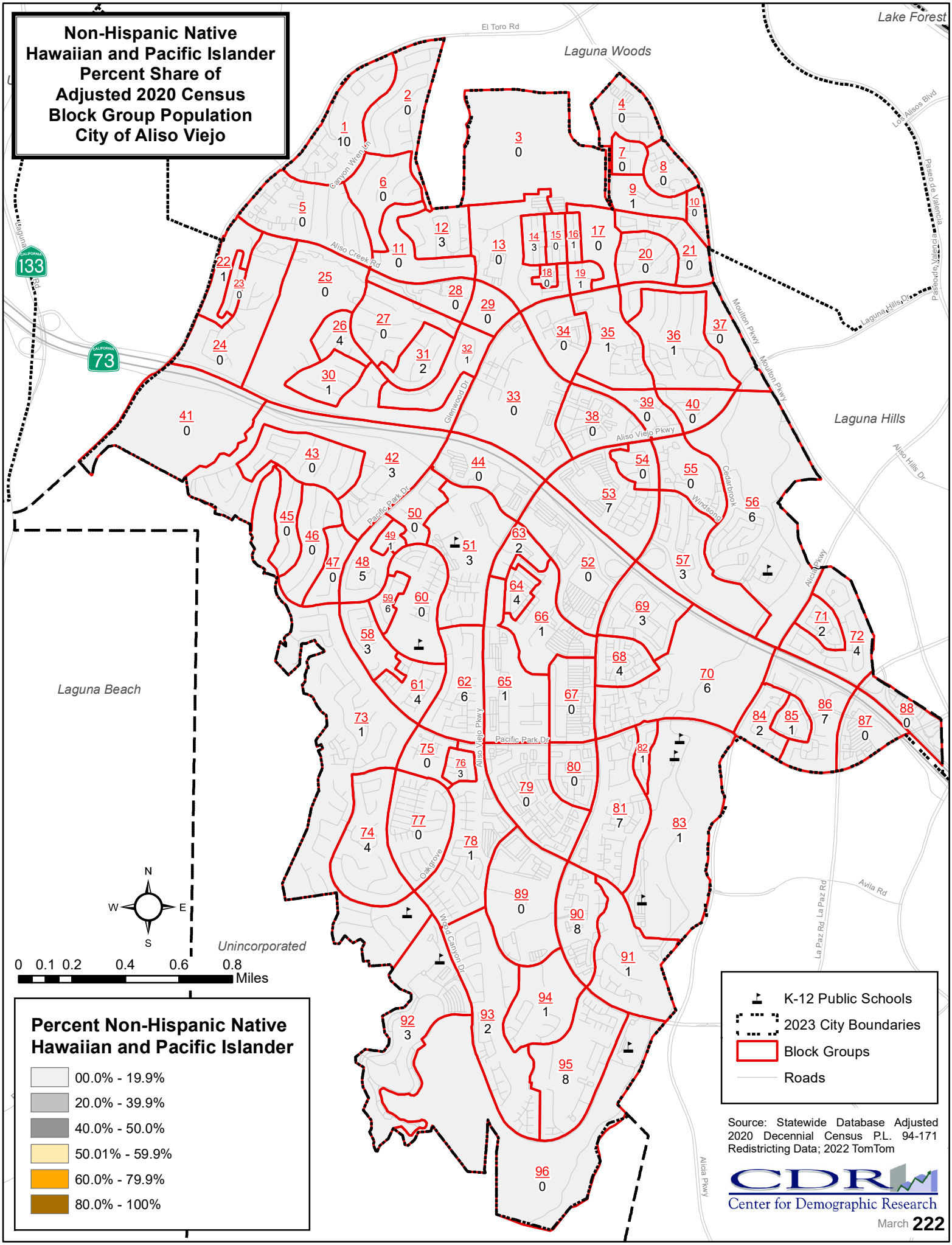

Hispanic or Latino of any Race Percent Share of Adjusted 2020 Census Block Group Population City of Aliso Viejo
Lake Forest
Laguna Woods
Laguna Hills
Laguna Beach
Unincorporated
El Toro Rd
Aliso Creek Rd
Glenwood Dr
Aliso Viejo Pkwy
Pacific Park Dr
Moulton Pkwy
Laguna Hills Dr
Aliso Hills Dr
Cedarbrook
Windsong
Alicia Pkwy
Oakgrove
Wood Canyon Dr
Avila Rd
La Paz Rd
Los Alisos Blvd
Paseo de Valencia
Paseo Valencia
1 135
2 104
3 0
4 405
5 244
6 51
7 182
8 321
9 300
10 5
11 40
12 65
13 70
14 17
15 53
16 23
17 10
18 27
19 21
20 54
21 69
22 23
23 36
24 70
25 39
26 10
27 72
28 97
29 0
30 27
31 43
32 65
33 7
34 0
35 38
36 144
37 20
38 0
39 26
40 24
41 0
42 174
43 116
44 0
45 59
46 32
47 33
48 167
49 42
50 172
51 172
52 0
53 147
54 65
55 158
56 144
57 397
58 25
59 51
60 157
61 136
62 130
63 96
64 95
65 322
66 25
67 11
68 92
69 414
70 150
71 222
72 328
73 254
74 111
75 143
76 32
77 201
78 158
79 0
80 0
81 251
82 56
83 16
84 86
85 145
86 305
87 0
88 5
89 48
90 260
91 92
92 59
93 243
94 32
95 292
96 0
N
W
E
S
0 0.1 0.2 0.4 0.6 0.8 Miles
Percent Hispanic or Latino of any Race
00.0% - 19.9%
20.0% - 39.9%
40.0% - 50.0%
50.01% - 59.9%
60.0% - 79.9%
80.0% - 100%
K-12 Public Schools
2023 City Boundaries
Block Groups
Roads
Source: Statewide Database Adjusted 2020 Decennial Census P.L. 94-171 Redistricting Data; 2022 TomTom
CDR Center for Demographic Research
March 217

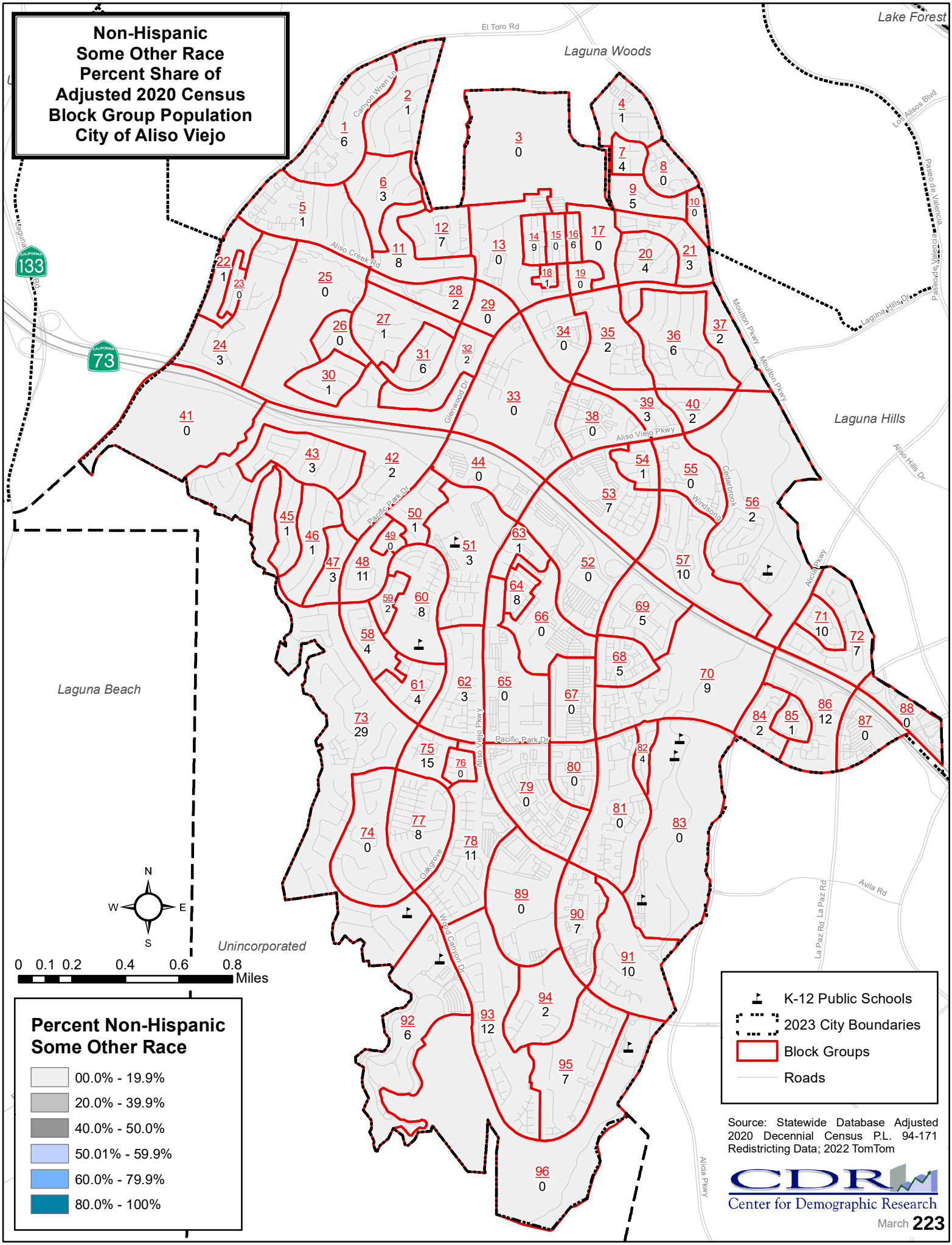

Non-Hispanic White Percent Share of Adjusted 2020 Census Block Group Population City of Aliso Viejo
Lake Forest
Laguna Woods
Laguna Hills
Laguna Beach
Unincorporated
El Toro Rd
Aliso Creek Rd
Glenwood Dr
Aliso Viejo Pkwy
Pacific Park Dr
Moulton Pkwy
Cedarbrook
Windsong
Oakgrove
Wood Canyon Dr
Avila Rd
La Paz Rd
Alicia Pkwy
Los Alisos Blvd
Paseo de Valencia
Lagunet Hills Dr
Aliso Hills Dr
Calle Corta
Laguna Canyon Rd
CALIFORNIA 133
CALIFORNIA 73
1 635
2 396
3 0
4 82
5 745
6 236
7 83
8 66
9 110
10 235
11 121
12 244
13 331
14 135
15 115
16 101
17 71
18 102
19 26
20 320
21 310
22 92
23 137
24 345
25 104
26 187
27 303
28 247
29 0
30 241
31 171
32 165
33 6
34 0
35 255
36 712
37 63
38 0
39 187
40 137
41 0
42 623
43 600
44 0
45 160
46 301
47 171
48 595
49 111
50 378
51 510
52 0
53 425
54 236
55 333
56 282
57 671
58 193
59 178
60 434
61 336
62 714
63 430
64 172
65 812
66 138
67 4
68 315
69 852
70 574
71 274
72 565
73 1,325
74 551
75 330
76 170
77 745
78 910
79 0
80 0
81 958
82 105
83 66
84 267
85 187
86 480
87 0
88 28
89 426
90 517
91 466
92 101
93 1,084
94 284
95 854
96 0
N
W
E
S
0 0.1 0.2 0.4 0.6 0.8 Miles
Percent Non-Hispanic White
00.0% - 19.9%
20.0% - 39.9%
40.0% - 50.0%
50.01% - 59.9%
60.0% - 79.9%
80.0% - 100%
K-12 Public Schools
2023 City Boundaries
Block Groups
Roads
Source: Statewide Database Adjusted 2020 Decennial Census P.L. 94-171 Redistricting Data; 2022 TomTom
CDR Center for Demographic Research
March 218

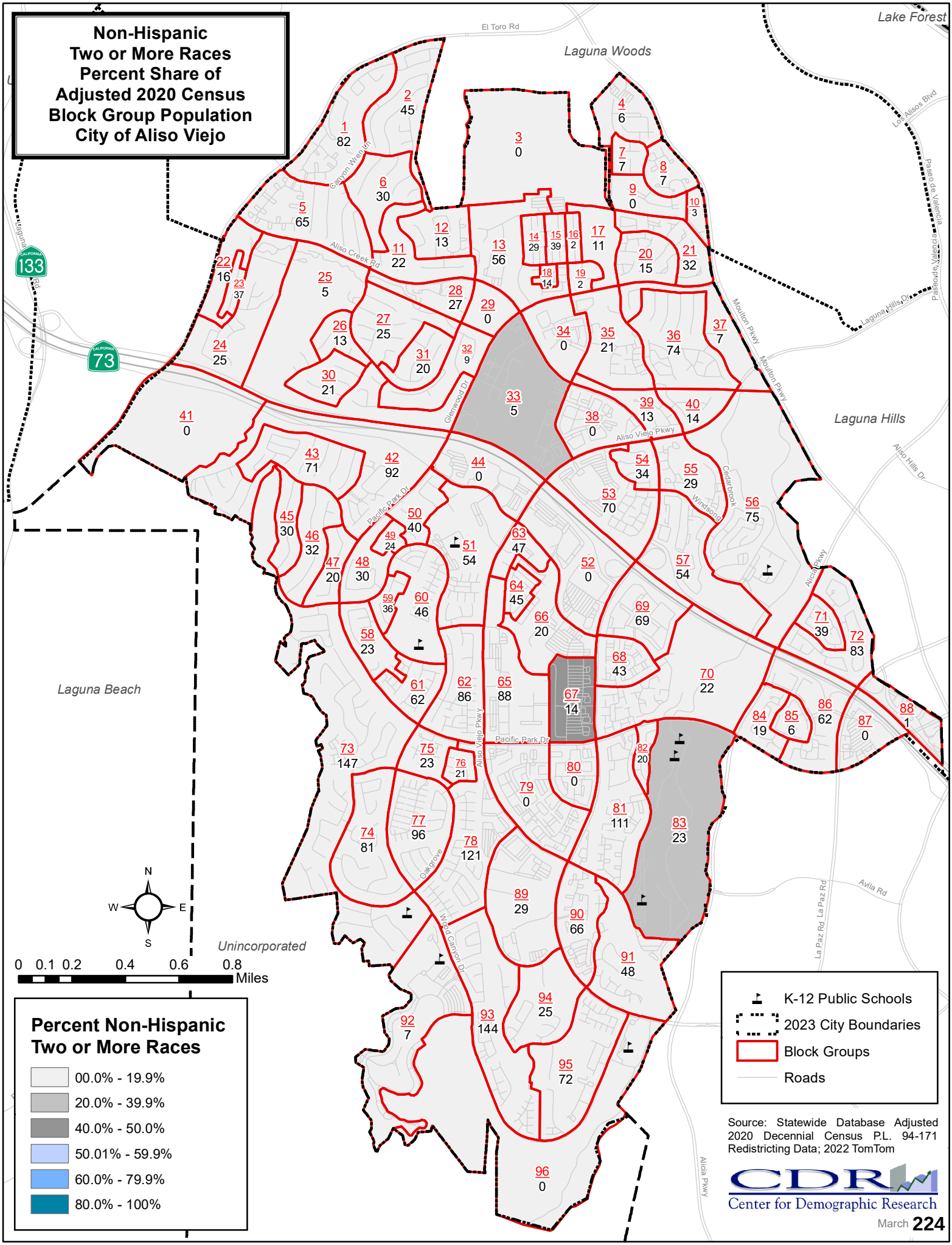

Non-Hispanic Black or African-American Percent Share of Adjusted 2020 Census Block Group Population City of Aliso Viejo
Lake Forest
Laguna Woods
Laguna Hills
Laguna Beach
Unincorporated
El Toro Rd
Aliso Creek Rd
Canyon Wren Ln
Glenwood Dr
Aliso Viejo Pkwy
Moulton Pkwy
Laguna Hills Dr
Paseo de Valencia
Los Alisos Blvd
Aliso Hills Dr
Cedarbrook
Windsong
Alicia Pkwy
Pacific Park Dr
Oakgrove
Wood Canyon Dr
Avila Rd
La Paz Rd
Alicia Pkwy
CALIFORNIA 133
CALIFORNIA 73
N
W
E
S
0 0.1 0.2 0.4 0.6 0.8 Miles
Percent Non-Hispanic Black or African-American
00.0% - 19.9%
20.0% - 39.9%
40.0% - 50.0%
50.01% - 59.9%
60.0% - 79.9%
80.0% - 100%
K-12 Public Schools
2023 City Boundaries
Block Groups
Roads
Source: Statewide Database Adjusted 2020 Decennial Census P.L. 94-171 Redistricting Data; 2022 TomTom
CDR Center for Demographic Research
March 219

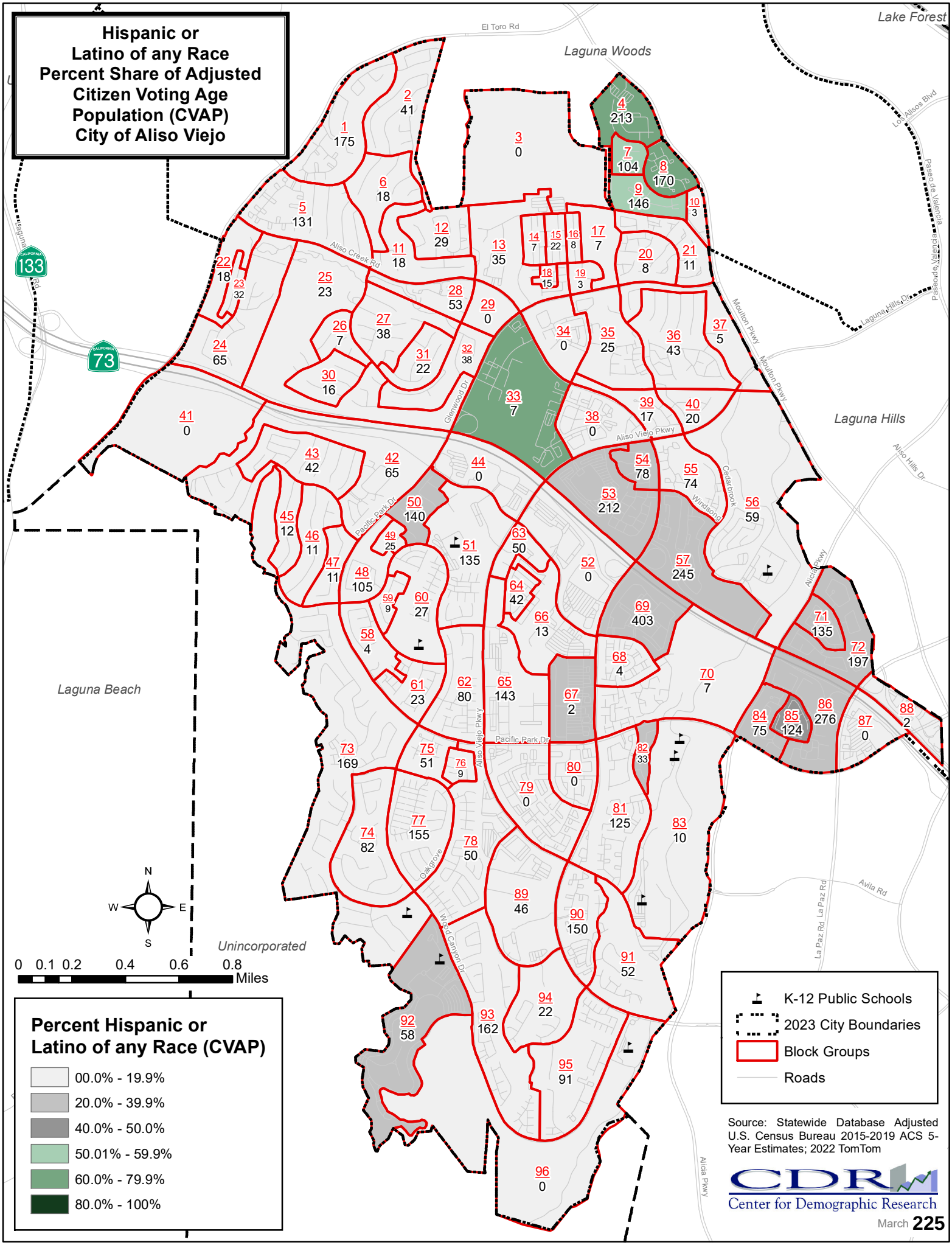

Non-Hispanic American Indian and Alaska Native Percent Share of Adjusted 2020 Census Block Group Population City of Aliso Viejo
Laguna Woods
Lake Forest
Laguna Hills
Laguna Beach
Unincorporated
El Toro Rd
Aliso Creek Rd
Glenwood Dr
Aliso Viejo Pkwy
Pacific Park Dr
Moulton Pkwy
Cedarbrook
Windsong
Alicia Pkwy
Aliso Hills Dr
Laguna Hills Dr
Paseo de Valencia
Los Alisos Blvd
Avila Rd
La Paz Rd
Oakgrove
Wood Canyon Dr
Canyon Wren Ln
Laguna Canyon Rd
CALIFORNIA 133
CALIFORNIA 73
N
W
E
S
0 0.1 0.2 0.4 0.6 0.8
Miles
Percent Non-Hispanic American Indian and Alaska Native
00.0% - 19.9%
20.0% - 39.9%
40.0% - 50.0%
50.01% - 59.9%
60.0% - 79.9%
80.0% - 100%
K-12 Public Schools
2023 City Boundaries
Block Groups
Roads
Source: Statewide Database Adjusted 2020 Decennial Census P.L. 94-171 Redistricting Data; 2022 TomTom
CDR Center for Demographic Research
March 220

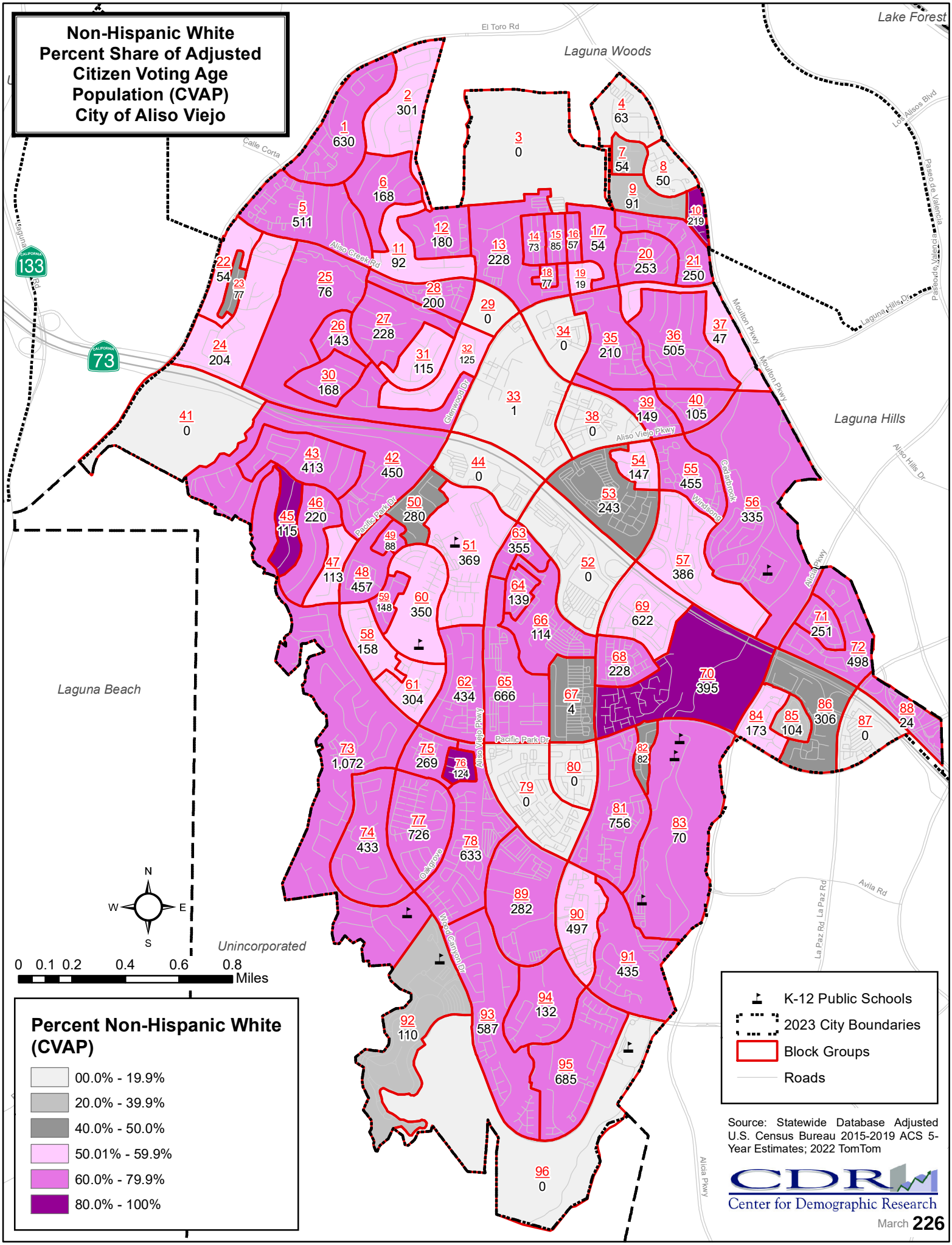

Non-Hispanic Asian Percent Share of Adjusted 2020 Census Block Group Population City of Aliso Viejo
Lake Forest
Laguna Woods
Laguna Hills
Laguna Beach
Unincorporated
El Toro Rd
Calle Corta
Aliso Creek Rd
Glenwood Dr
Moulton Pkwy
Aliso Viejo Pkwy
Pacific Park Dr
Cedarbrook
Windsong
Aliso Pkwy
Aliso Hills Dr
Laguna Hills Dr
Paseo de Valencia
Los Alisos Blvd
Oakgrove
Wood Canyon Dr
Avila Rd
La Paz Rd
Alicia Pkwy
1 179
2 152
3 0
4 64
5 178
6 102
7 48
8 48
9 43
10 7
11 63
12 67
13 187
14 41
15 33
16 29
17 39
18 37
19 24
20 60
21 64
22 9
23 25
24 49
25 30
26 77
27 125
28 59
29 0
30 45
31 82
32 81
33 0
34 0
35 30
36 130
37 36
38 0
39 44
40 52
41 0
42 211
43 98
44 0
45 14
46 78
47 71
48 254
49 31
50 256
51 229
52 0
53 146
54 49
55 80
56 122
57 140
58 100
59 28
60 227
61 157
62 183
63 125
64 39
65 226
66 49
67 0
68 65
69 200
70 93
71 79
72 88
73 439
74 180
75 71
76 32
77 241
78 231
79 0
80 0
81 167
82 55
83 4
84 41
85 44
86 76
87 0
88 20
89 66
90 161
91 84
92 243
93 332
94 72
95 173
96 0
N
W
E
S
0 0.1 0.2 0.4 0.6 0.8 Miles
Percent Non-Hispanic Asian
00.0% - 19.9%
20.0% - 39.9%
40.0% - 50.0%
50.01% - 59.9%
60.0% - 79.9%
80.0% - 100%
K-12 Public Schools
2023 City Boundaries
Block Groups
Roads
Source: Statewide Database Adjusted 2020 Decennial Census P.L. 94-171 Redistricting Data; 2022 TomTom
CDR Center for Demographic Research
March 221

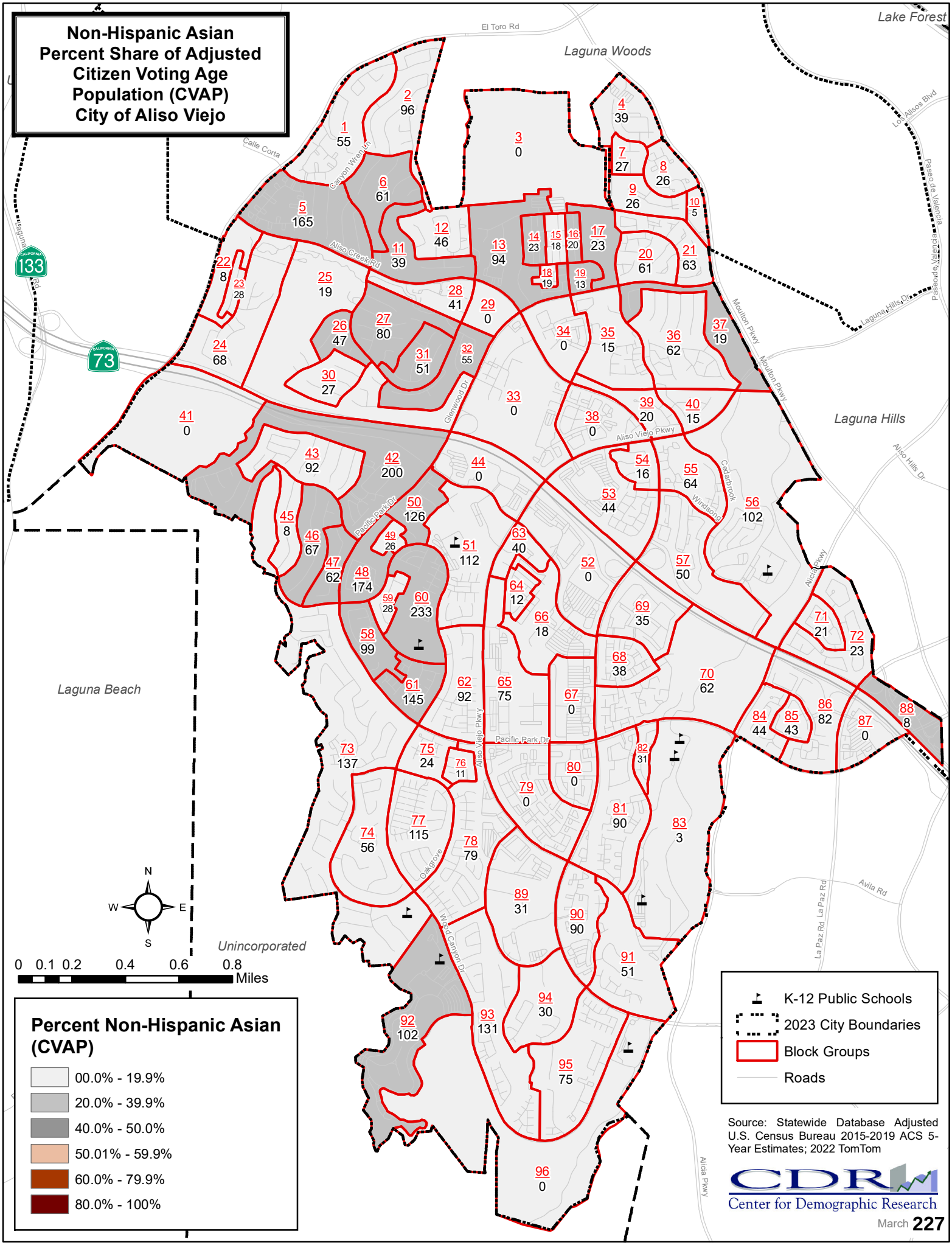

Non-Hispanic Native Hawaiian and Pacific Islander Percent Share of Adjusted 2020 Census Block Group Population City of Aliso Viejo
Lake Forest
Laguna Woods
Laguna Hills
Laguna Beach
Unincorporated
El Toro Rd
Aliso Creek Rd
Canyon Wren Ln
Glenwood Dr
Moulton Pkwy
Aliso Viejo Pkwy
Pacific Park Dr
Cedarbrook
Windsong
Aliso Hills Dr
Laguna Hills Dr
Los Alisos Blvd
Paseo de Valencia
Paseo Valencia
Oakgrove
Wood Canyon Dr
Avila Rd
La Paz Rd
Alicia Pkwy
133
73
N
W
E
S
0 0.1 0.2 0.4 0.6 0.8
Miles
Percent Non-Hispanic Native Hawaiian and Pacific Islander
00.0% - 19.9%
20.0% - 39.9%
40.0% - 50.0%
50.01% - 59.9%
60.0% - 79.9%
80.0% - 100%
K-12 Public Schools
2023 City Boundaries
Block Groups
Roads
Source: Statewide Database Adjusted 2020 Decennial Census P.L. 94-171 Redistricting Data; 2022 TomTom
CDR Center for Demographic Research
March 222

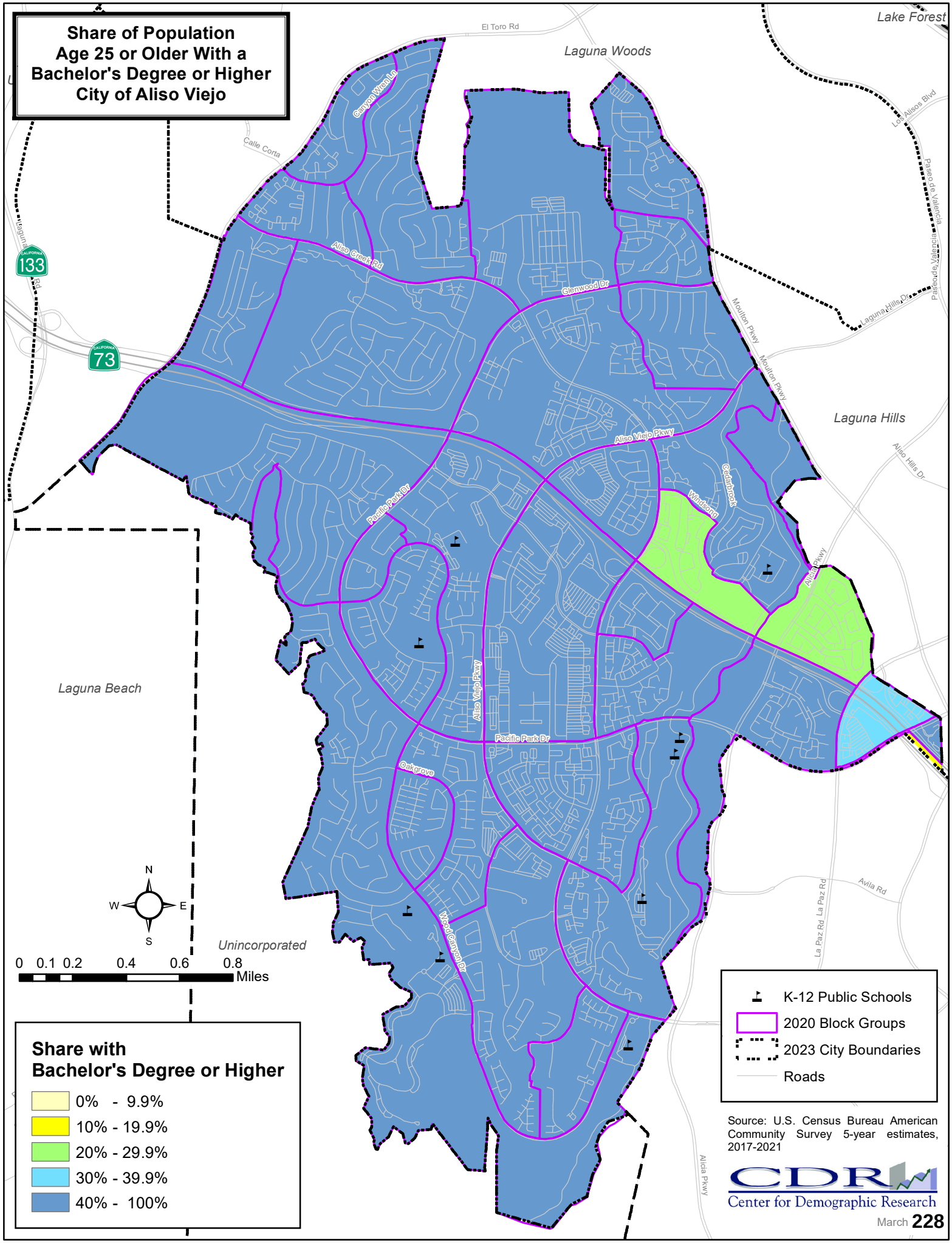

Non-Hispanic
Some Other Race
Percent Share of
Adjusted 2020 Census
Block Group Population
City of Aliso Viejo
Lake Forest
Laguna Woods
Laguna Hills
Laguna Beach
Unincorporated
El Toro Rd
Aliso Creek Rd
Glenwood Dr
Aliso Viejo Pkwy
Pacific Park Dr
Moulton Pkwy
Cedarbrook
Windsong
Aliso Hills Dr
Alicia Pkwy
Avila Rd
La Paz Rd
Oakgrove
Wood Canyon Dr
Canyon Wren Ln
Los Alisos Blvd
Paseo de Valencia
Lagunet Hills Dr
Laguna Canyon Rd
CALIFORNIA 133
CALIFORNIA 73
N
W
E
S
0 0.1 0.2 0.4 0.6 0.8
Miles
Percent Non-Hispanic
Some Other Race
00.0% - 19.9%
20.0% - 39.9%
40.0% - 50.0%
50.01% - 59.9%
60.0% - 79.9%
80.0% - 100%
K-12 Public Schools
2023 City Boundaries
Block Groups
Roads
Source: Statewide Database Adjusted 2020 Decennial Census P.L. 94-171 Redistricting Data; 2022 TomTom
CDR
Center for Demographic Research
March 223

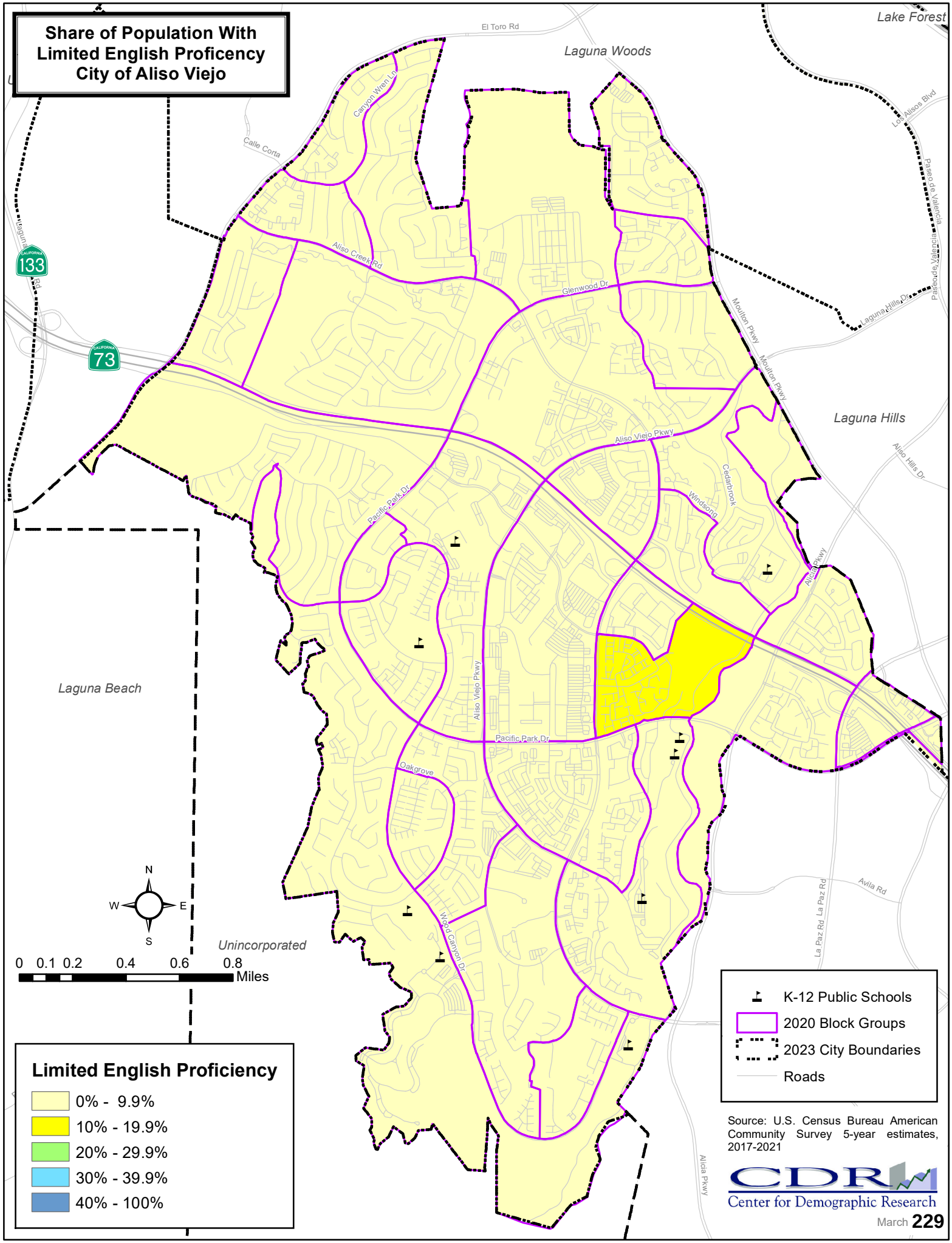

Non-Hispanic
Two or More Races
Percent Share of
Adjusted 2020 Census
Block Group Population
City of Aliso Viejo
Laguna Woods
Lake Forest
Laguna Hills
Laguna Beach
Unincorporated
El Toro Rd
Aliso Creek Rd
Canyon Wren Ln
Glenwood Dr
Aliso Viejo Pkwy
Moulton Pkwy
Cedarbrook
Windsong
Pacific Park Dr
Aliso Viejo Pkwy
Oakgrove
Wood Canyon Dr
Avila Rd
La Paz Rd
Alicia Pkwy
Aliso Hills Dr
Los Alisos Blvd
Paseo de Valencia
Laguna Hills Dr
Laguna Canyon Rd
CALIFORNIA 133
CALIFORNIA 73
N
W
E
S
0 0.1 0.2 0.4 0.6 0.8
Miles
Percent Non-Hispanic
Two or More Races
00.0% - 19.9%
20.0% - 39.9%
40.0% - 50.0%
50.01% - 59.9%
60.0% - 79.9%
80.0% - 100%
K-12 Public Schools
2023 City Boundaries
Block Groups
Roads
Source: Statewide Database Adjusted 2020 Decennial Census P.L. 94-171 Redistricting Data; 2022 TomTom
CDR
Center for Demographic Research
March 224

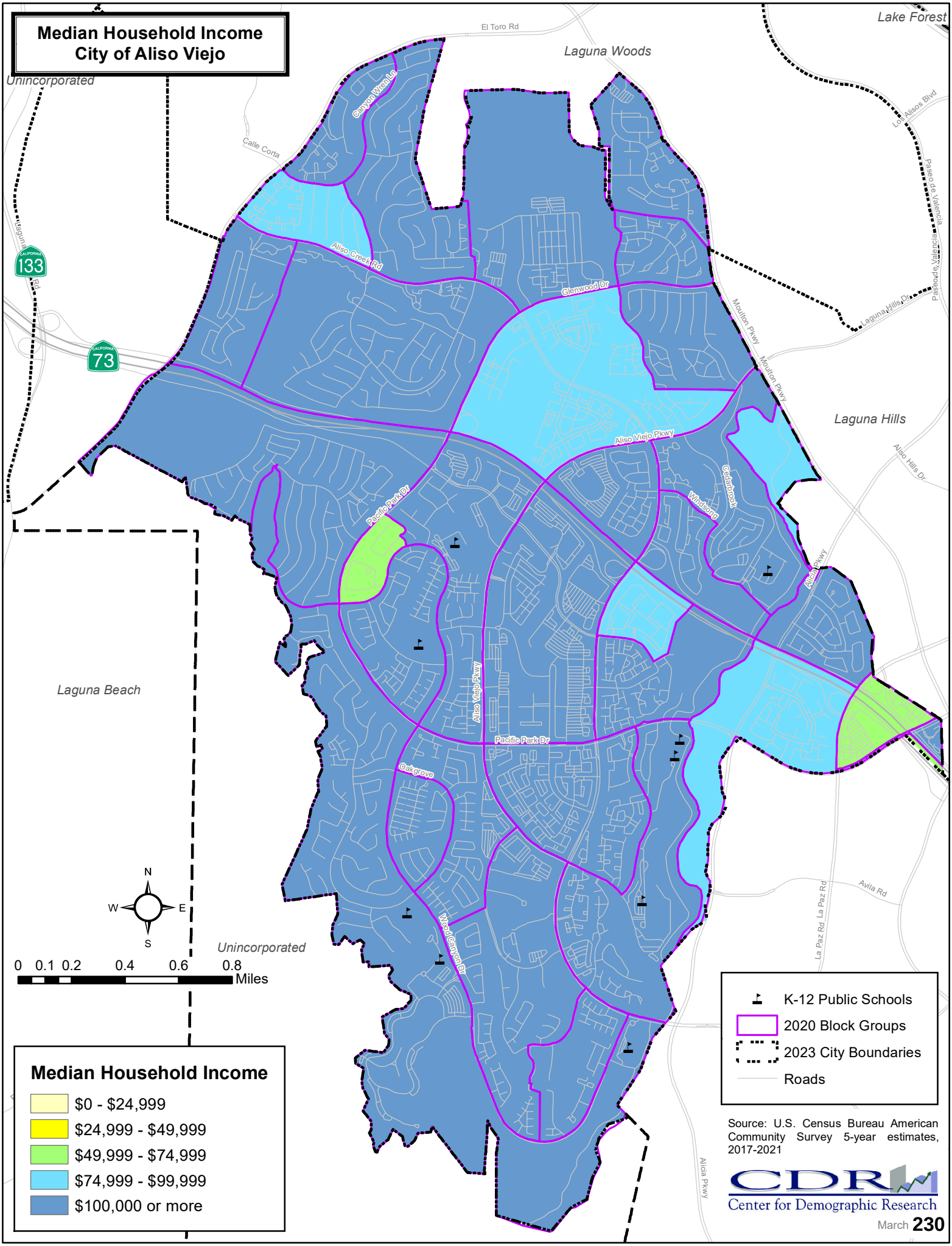

Hispanic or Latino of any Race Percent Share of Adjusted Citizen Voting Age Population (CVAP) City of Aliso Viejo
Lake Forest
Laguna Woods
Laguna Hills
Laguna Beach
Unincorporated
El Toro Rd
Aliso Creek Rd
Glenwood Dr
Aliso Viejo Pkwy
Pacific Park Dr
Moulton Pkwy
Cedarbrook
Windsong
Aliso Pkwy
Aliso Hills Dr
Laguna Hills Dr
Paseo de Valencia
Los Alisos Blvd
Oakgrove
Wood Canyon Dr
Avila Rd
La Paz Rd
Alicia Pkwy
CALIFORNIA 133
CALIFORNIA 73
N
W
E
S
0 0.1 0.2 0.4 0.6 0.8 Miles
Percent Hispanic or Latino of any Race (CVAP)
00.0% - 19.9%
20.0% - 39.9%
40.0% - 50.0%
50.01% - 59.9%
60.0% - 79.9%
80.0% - 100%
K-12 Public Schools
2023 City Boundaries
Block Groups
Roads
Source: Statewide Database Adjusted U.S. Census Bureau 2015-2019 ACS 5-Year Estimates; 2022 TomTom
CDR Center for Demographic Research
March 225


Non-Hispanic White Percent Share of Adjusted Citizen Voting Age Population (CVAP) City of Aliso Viejo
Lake Forest
Laguna Woods
Laguna Hills
Laguna Beach
Unincorporated
El Toro Rd
Calle Corta
Aliso Creek Rd
Glenwood Dr
Aliso Viejo Pkwy
Moulton Pkwy
Laguna Hills Dr
Paseo de Valencia
Los Alisos Blvd
Cedarbrook
Windsong
Aliso Hills Dr
Alicia Pkwy
Pacific Park Dr
Oakgrove
Wood Canyon Dr
Avila Rd
La Paz Rd
Alicia Pkwy
1 630
2 301
3 0
4 63
5 511
6 168
7 54
8 50
9 91
10 219
11 92
12 180
13 228
14 73
15 85
16 57
17 54
18 77
19 19
20 253
21 250
22 54
23 77
24 204
25 76
26 143
27 228
28 200
29 0
30 168
31 115
32 125
33 1
34 0
35 210
36 505
37 47
38 0
39 149
40 105
41 0
42 450
43 413
44 0
45 115
46 220
47 113
48 457
49 88
50 280
51 369
52 0
53 243
54 147
55 455
56 335
57 386
58 158
59 148
60 350
61 304
62 434
63 355
64 139
65 666
66 114
67 4
68 228
69 622
70 395
71 251
72 498
73 1,072
74 433
75 269
76 124
77 726
78 633
79 0
80 0
81 756
82 82
83 70
84 173
85 104
86 306
87 0
88 24
89 282
90 497
91 435
92 110
93 587
94 132
95 685
96 0
N
W
E
S
0 0.1 0.2 0.4 0.6 0.8 Miles
Percent Non-Hispanic White (CVAP)
00.0% - 19.9%
20.0% - 39.9%
40.0% - 50.0%
50.01% - 59.9%
60.0% - 79.9%
80.0% - 100%
K-12 Public Schools
2023 City Boundaries
Block Groups
Roads
Source: Statewide Database Adjusted U.S. Census Bureau 2015-2019 ACS 5-Year Estimates; 2022 TomTom
CDR Center for Demographic Research
March 226


Non-Hispanic Asian Percent Share of Adjusted Citizen Voting Age Population (CVAP) City of Aliso Viejo
Laguna Woods
Lake Forest
Laguna Hills
Laguna Beach
Unincorporated
El Toro Rd
Calle Corta
Canyon Wren Ln
Aliso Creek Rd
Glenwood Dr
Moulton Pkwy
Aliso Viejo Pkwy
Pacific Park Dr
Cedarbrook
Windsong
Aliso Pkwy
Aliso Hills Dr
Laguna Hills Dr
Paseo de Valencia
Los Alisos Blvd
Oakgrove
Wood Canyon Dr
Avila Rd
La Paz Rd
Alicia Pkwy
CALIFORNIA 133
CALIFORNIA 73
N
W
E
S
0 0.1 0.2 0.4 0.6 0.8 Miles
Percent Non-Hispanic Asian (CVAP)
00.0% - 19.9%
20.0% - 39.9%
40.0% - 50.0%
50.01% - 59.9%
60.0% - 79.9%
80.0% - 100%
K-12 Public Schools
2023 City Boundaries
Block Groups
Roads
Source: Statewide Database Adjusted U.S. Census Bureau 2015-2019 ACS 5-Year Estimates; 2022 TomTom
CDR Center for Demographic Research
March 227


Share of Population
Age 25 or Older With a
Bachelor's Degree or Higher
City of Aliso Viejo
Lake Forest
Laguna Woods
Laguna Hills
Laguna Beach
Unincorporated
El Toro Rd
Calle Corta
Canyon Wren Ln
Aliso Creek Rd
Glenwood Dr
Moulton Pkwy
Aliso Viejo Pkwy
Pacific Park Dr
Cedarbrook
Windsong
Alicia Pkwy
Oakgrove
Wood Canyon Dr
Avila Rd
La Paz Rd
Aliso Hills Dr
Laguna Hills Dr
Paseo de Valencia
Los Alisos Blvd
133
73
N
W
E
S
0 0.1 0.2 0.4 0.6 0.8
Miles
Share with
Bachelor's Degree or Higher
0% - 9.9%
10% - 19.9%
20% - 29.9%
30% - 39.9%
40% - 100%
K-12 Public Schools
2020 Block Groups
2023 City Boundaries
Roads
Source: U.S. Census Bureau American Community Survey 5-year estimates, 2017-2021
CDR
Center for Demographic Research
March 228


Share of Population With Limited English Proficency City of Aliso Viejo
Laguna Woods
Lake Forest
Laguna Hills
Laguna Beach
Unincorporated
El Toro Rd
Calle Corta
Canyon Wren Ln
Aliso Creek Rd
Glenwood Dr
Moulton Pkwy
Laguna Hills Dr
Paseo de Valencia
Los Alisos Blvd
Aliso Viejo Pkwy
Pacific Park Dr
Windsong
Cedarbrook
Aliso Hills Dr
Oakgrove
Wood Canyon Dr
Avila Rd
La Paz Rd
Alicia Pkwy
133
73
N
W
E
S
0 0.1 0.2 0.4 0.6 0.8
Miles
Limited English Proficiency
0% - 9.9%
10% - 19.9%
20% - 29.9%
30% - 39.9%
40% - 100%
K-12 Public Schools
2020 Block Groups
2023 City Boundaries
Roads
Source: U.S. Census Bureau American Community Survey 5-year estimates, 2017-2021
CDR Center for Demographic Research
March 229


Median Household Income
City of Aliso Viejo
Unincorporated
Laguna Woods
Lake Forest
El Toro Rd
Canyon Wren Ln
Calle Corta
Aliso Creek Rd
Glenwood Dr
Moulton Pkwy
Laguna Hills Dr
Paseo de Valencia
Los Alisos Blvd
Laguna Hills
Aliso Viejo Pkwy
Aliso Hills Dr
Pacific Park Dr
Windsong
Cedarbrook
Alicia Pkwy
Laguna Beach
Oakgrove
Wood Canyon Dr
Avila Rd
La Paz Rd
Unincorporated
N
W
E
S
0 0.1 0.2 0.4 0.6 0.8
Miles
Median Household Income
$0 - $24,999
$24,999 - $49,999
$49,999 - $74,999
$74,999 - $99,999
$100,000 or more
K-12 Public Schools
2020 Block Groups
2023 City Boundaries
Roads
Source: U.S. Census Bureau American Community Survey 5-year estimates, 2017-2021
CDR
Center for Demographic Research
March 230

City of Aliso Viejo

2023 Districting Public Participation Kit Instructions

Elements of the Districting Public Participation Kit:

1. This instruction sheet.
2. Idea and comment form.
3. "Plan Proposal Submission Map" of total population by block group.
4. "District Plan Proposal Assignment-Excel" file containing population totals by block group.
5. 2023 Existing Conditions report.

Additional reference materials are available on the City of Aliso Viejo website:
https://avcity.org/districting

Instructions:
Proposed maps must be submitted by Thursday, April 20, 2023, 5:00PM

There are three methods listed below to share comments and ideas on the City's districting effort.

1. Use any of the methods below to share ideas on districting, council districts, or develop five council districts that are nearly equal in population.
    a. The target district population is 10,444 persons (52,222 [total population of the City] divided by 5 [the number of council districts in the plan]).
    b. It is recommended that the population spread be within 10%. Generally, this means that each district's population should approximately be between 9,922 and 10,966 people.
    c. Districts must be contiguous, i.e., all areas within a single district must be connected.
    d. NOTE: To be considered a viable map for possible adoption, maps must have five contiguous council districts and the percent spread must be under 10%.
2. City Clerk's office staff are also available to assist members of the public with the mapping tools via telephone at (949) 425-2505.
3. If you have any questions, please contact the City Clerk's office at (949) 425-2505.

Method 1: District idea and comment form

1. Download "Idea form" (Word file) from the City website.
2. Fill out the form with any comments or ideas you have on any part of the City's districting efforts. These may include such things as: the concept of districting as a whole (support or oppose), areas or communities of interest that you would like grouped together or split apart, any specific council district boundary ideas, or any other information or comments you would like to share.
3. Submit electronic or scanned copy to:
    a. Email: districting@avcity.org OR
    b. Mail paper copy to: City Clerk, 12 Journey, Suite 100, Aliso Viejo, CA 92656

Method 2: District scenario creation using paper map

1. Download "Plan Proposal Submission Map" (PDF file) from the City website containing:
    a. This instruction sheet.

   b. Map of total population by block group.
2. With a thick black or dark blue marker, draw five council districts with population totals of approximately 10,444 people in each district.
3. NOTE: To be considered a viable map for possible adoption, maps must have five contiguous council districts and the percent spread must be under 10%.
4. Submit scanned copy to:
   a. Email: districting@avcity.org OR
   b. Mail paper copy to: City Clerk, 12 Journey, Suite 100, Aliso Viejo, CA 92656

Method 3: District scenario creation using Microsoft Excel data file

1. Download "AV_District Plan Proposal Assignment-Excel" (Microsoft Excel file) from the City website containing:
   a. "Instructions" worksheet contains detailed directions on how to use the file.
   b. "Author" worksheet is optional. Author may include contact information or summary explanations of their plan.
   c. "Assignments" worksheet contains the populations by race/ethnicity and a blank column to assign each of the 96 block groups to a council district.
   d. "Summary" worksheet automatically subtotals and displays the populations by proposed district as assigned in the "Assignment" worksheet.
   e. "Reference Map" worksheet contains a reference map of total population by block group.
2. NOTE: To be considered a viable map for possible adoption, maps must have five contiguous council districts and the percent spread must be under 10%.
3. To submit your plan, email the completed Excel file to districting@avcity.org.

Plan Submission Process:

Proposed maps must be submitted by Thursday, April 20, 2023, 5:00PM

There are three methods to submit your comments, ideas or proposed council district plans:

- Electronic submission: email the Excel file OR a scanned copy of your idea form or map containing your district assignments to districting@avcity.org OR
- Paper/Hardcopy submission: Please submit hardcopies to the City of Aliso Viejo City Clerk at

  City Clerk
  City of Aliso Viejo
  12 Journey, Suite 100
  Aliso Viejo, CA 92656

Public Hearings and Meetings:

Dates	Public Hearing & Meeting	Location	Time
April 5, 2023	City Council Meeting/Public Hearing	City Hall Council chamber	7:00 PM
April 19, 2023	City Council Meeting/Public Hearing	City Hall Council chamber	7:00 PM
May 3, 2023	City Council Meeting/Public Hearing	City Hall Council chamber	7:00 PM
May 17, 2023	City Council Meeting/Public Hearing	City Hall Council chamber	7:00 PM
June 7, 2023	City Council Meeting	City Hall Council chamber	7:00 PM

City of Aliso Viejo

City Council 2023 Districting Idea and Comment Form

Name: _____

Optional Information

Organization: _____

Phone Number: _____

Fax Number: _____

Email: _____

Are you also submitting a map with district boundary suggestions? ☐ Yes ☐ No

Please write any ideas or comments you would like to share with the City of Aliso Viejo on the districting process including ideas about creating city council districts or proposed district boundaries. The comments you provide will be reviewed by staff in their entirety. Please use additional pages if you require more room to write.

My ideas are as follows:

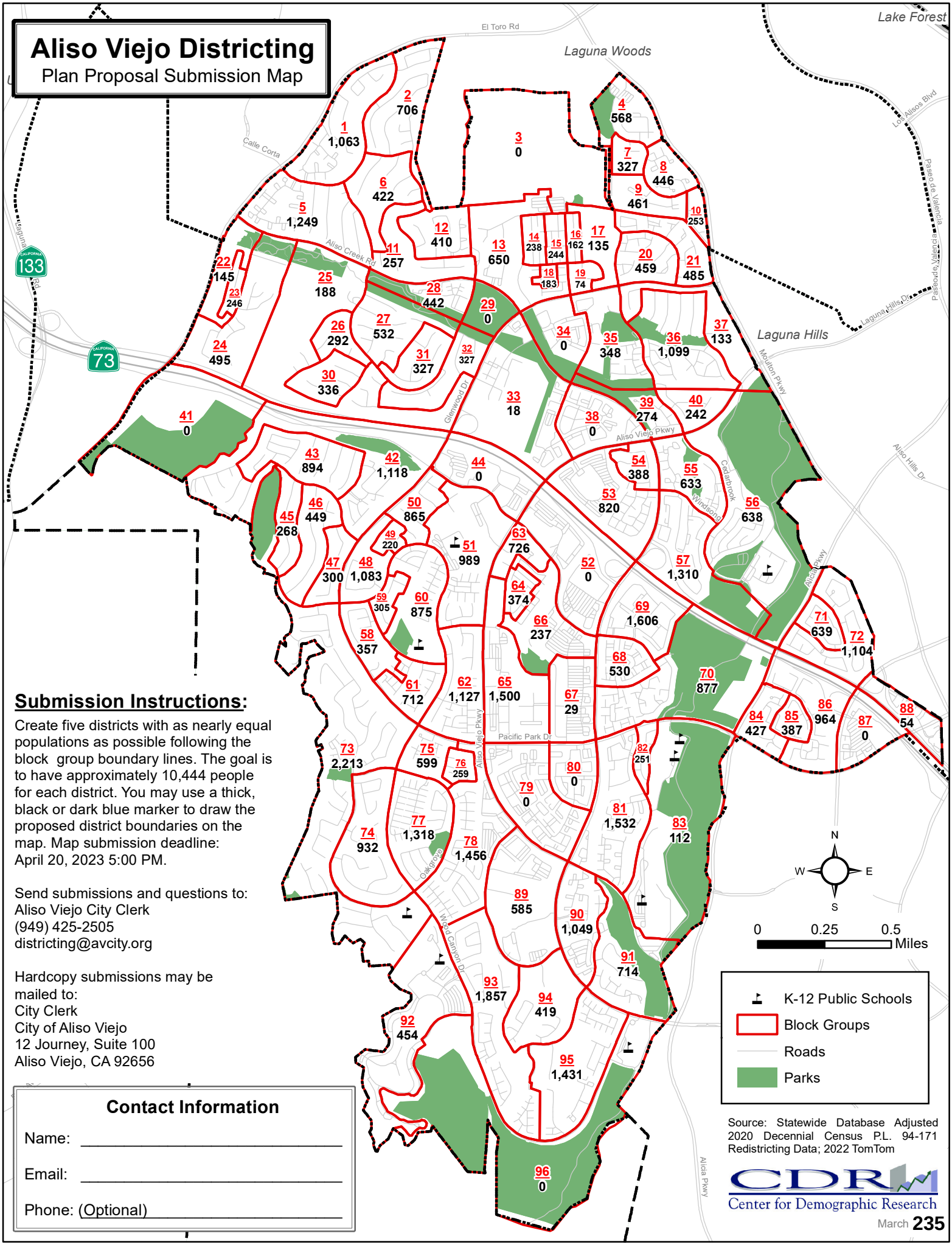
Please continue on back side if you need additional space.

Submit to:

- Email: districting@avcity.org OR
- Mail paper copy to: City Clerk, 12 Journey, Suite 100, Aliso Viejo, CA 92656

Aliso Viejo Districting

Plan Proposal Submission Map



Submission Instructions:

Create five districts with as nearly equal populations as possible following the block group boundary lines. The goal is to have approximately 10,444 people for each district. You may use a thick, black or dark blue marker to draw the proposed district boundaries on the map. Map submission deadline: April 20, 2023 5:00 PM.

Send submissions and questions to:
Aliso Viejo City Clerk
(949) 425-2505
districting@avcity.org

Hardcopy submissions may be mailed to:
City Clerk
City of Aliso Viejo
12 Journey, Suite 100
Aliso Viejo, CA 92656

Contact Information

Name: _____

Email: _____

Phone: (Optional) _____

Source: Statewide Database Adjusted 2020 Decennial Census P.L. 94-171 Redistricting Data; 2022 TomTom

CDR Center for Demographic Research

March 235

City of Aliso Viejo Districting

April 5, 2023

Presented to the City Council and public
at a regularly scheduled meeting of the City Council

ALISO VIEJO
Live Life Inspired

Acronyms

- Adjusted 2020 data- 2020 Decennial Census P.L. 94-171 Redistricting Data file adjusted to include the redistribution of the incarcerated persons to their last known California address as required by AB 849
- ACS- U.S. Census Bureau American Community Survey
- CDP- Census Designated Place
- CDR- Center for Demographic Research
- CVAP- Citizen Voting Age Population
- P.L. 94-171- Public Law 94-171
- ROV- Registrar of Voters
- SWDB- California Statewide Database

Public Law 94-171 and 2020 Census Redistricting Data

Public Law 94-171, enacted in 1975, directs the Census Bureau to make special preparations to provide redistricting data needed by the 50 states.

- Data normally released by April 1 in the year following the Decennial Census
- Delayed five months due to COVID-19 pandemic

Following release of P.L. 94-171 Redistricting Data File, the California Statewide Database (SWDB) adjusts the P.L. 94-171 file to include incarcerated persons with former addresses within each California county.

- Data released September 21, 2021
- Revised data released September 27, 2021

Contains population counts for the total population and for the population 18 years and over in four tables:

- A count of all persons by race
- A count of the population 18 years and over by race
- A count of Hispanic or Latino and a count of not Hispanic or Latino by race for all persons
- A count of Hispanic or Latino and a count of not Hispanic or Latino by race for the population 18 years and over

https://www.census.gov/programs-surveys/decennial-census/about/rdo/summary-files.html

Citizen Voting Age Population (CVAP)

Calculated from U.S. Census Bureau's American Community Survey (ACS)

- Monthly household sample survey across the nation

5-Year Estimates

- Data collected over five-year period
- Will not match counts from 2010 Census
- Census Block Group level
- Latest available is the 2015-2019 5-Year Estimates

Estimated population by race/ethnicity of U.S. citizens age 18 and over

- Population eligible to vote

Available on U.S. Census Bureau website (original)

- https://www.census.gov/programs-surveys/decennial-census/about/voting-rights/cvap.html

Disaggregated to 2020 Census block by Statewide Database

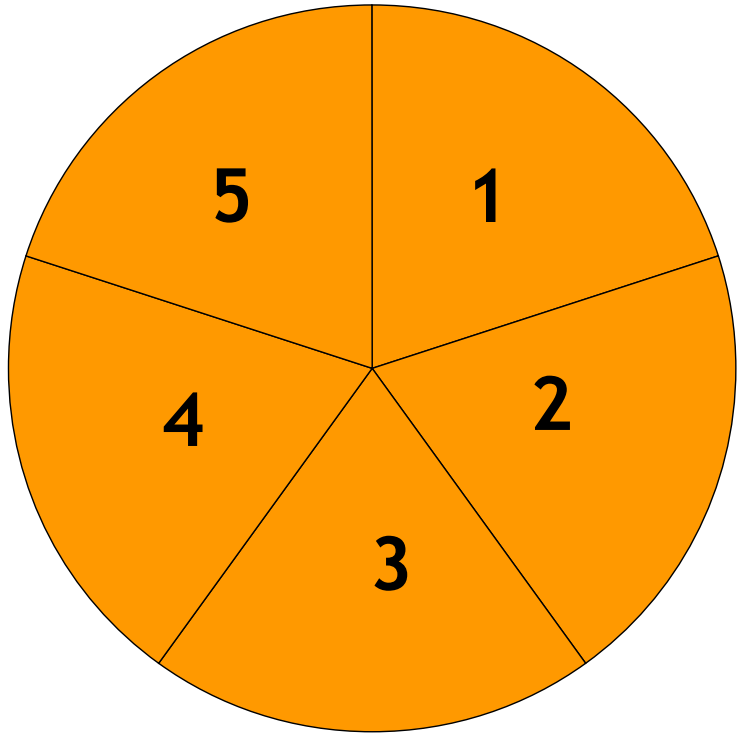
- Includes adjustment for incarcerated persons with former addresses within each California county.
- https://statewidedatabase.org/redistricting2021/counties.html
- Revised dataset released September 27, 2021

Aliso Viejo 2020 Population

2020 Adjusted Census Population 52,222

Divided by 5 Council Districts = 10,444

Target District Population= 10,444



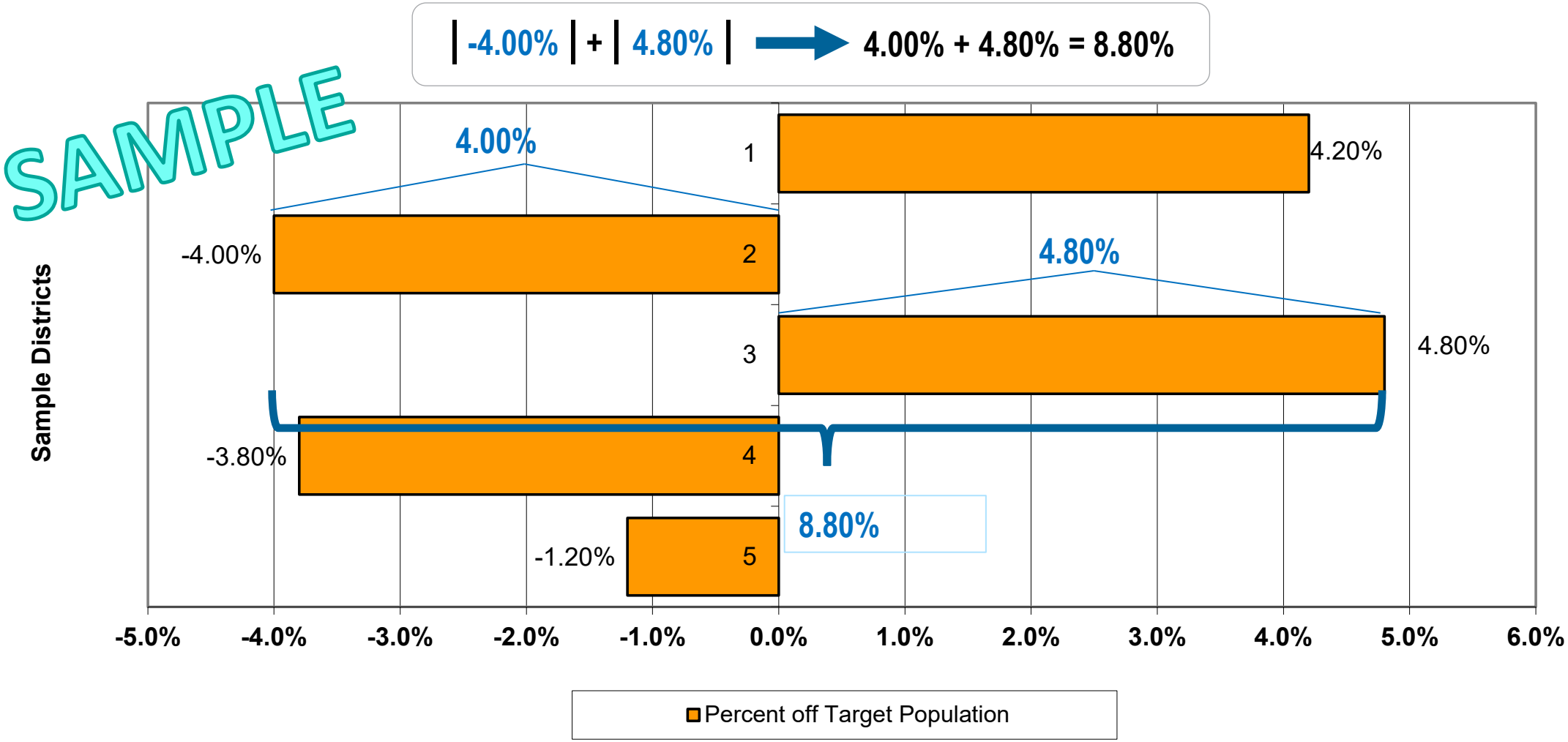
Sample Aliso Viejo Differences with Target Population

SAMPLE

District	Total Adjusted 2020 Population	Difference from Target 2020 Population	
		Number	Percentage
1	12,124	1,680	4.20%
2	8,844	-1,600	-4.00%
3	12,365	1,921	4.80%
4	8,924	-1,520	-3.80%
5	9,965	-479	-1.20%

Target District Population= 10,444

Sample Aliso Viejo Percent Differences with Target Population



Proposed Sequencing of Elections

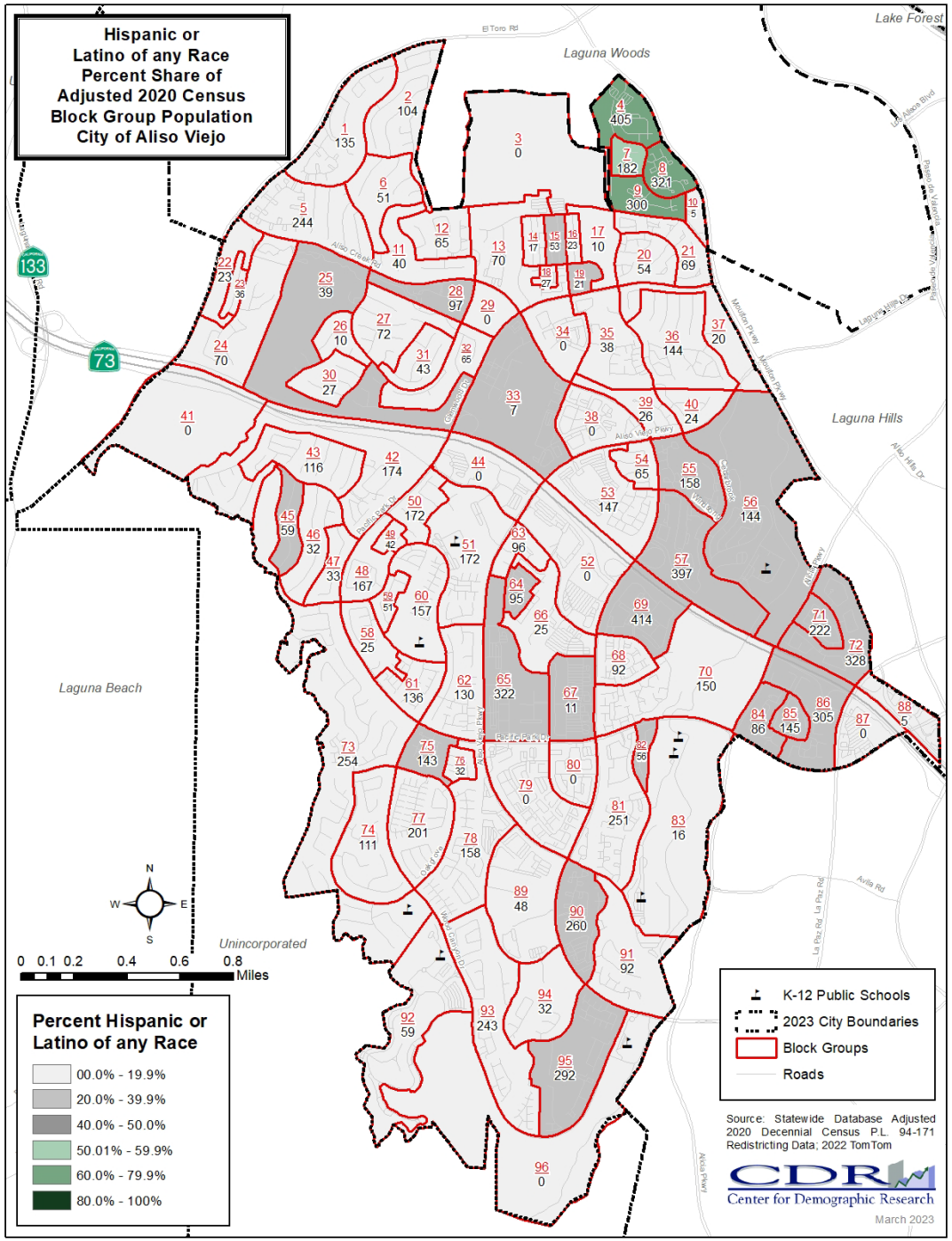
- New districts would take effect for 2024 election
- Sequence with existing staggered terms of City Council:
  - 2024: three up for election
  - 2026: two up for election

ALISO VIEJO

MAPS OF THE ADJUSTED 2020 CENSUS POPULATION BY 2020 BLOCK GROUP & RACE/ETHNICITY

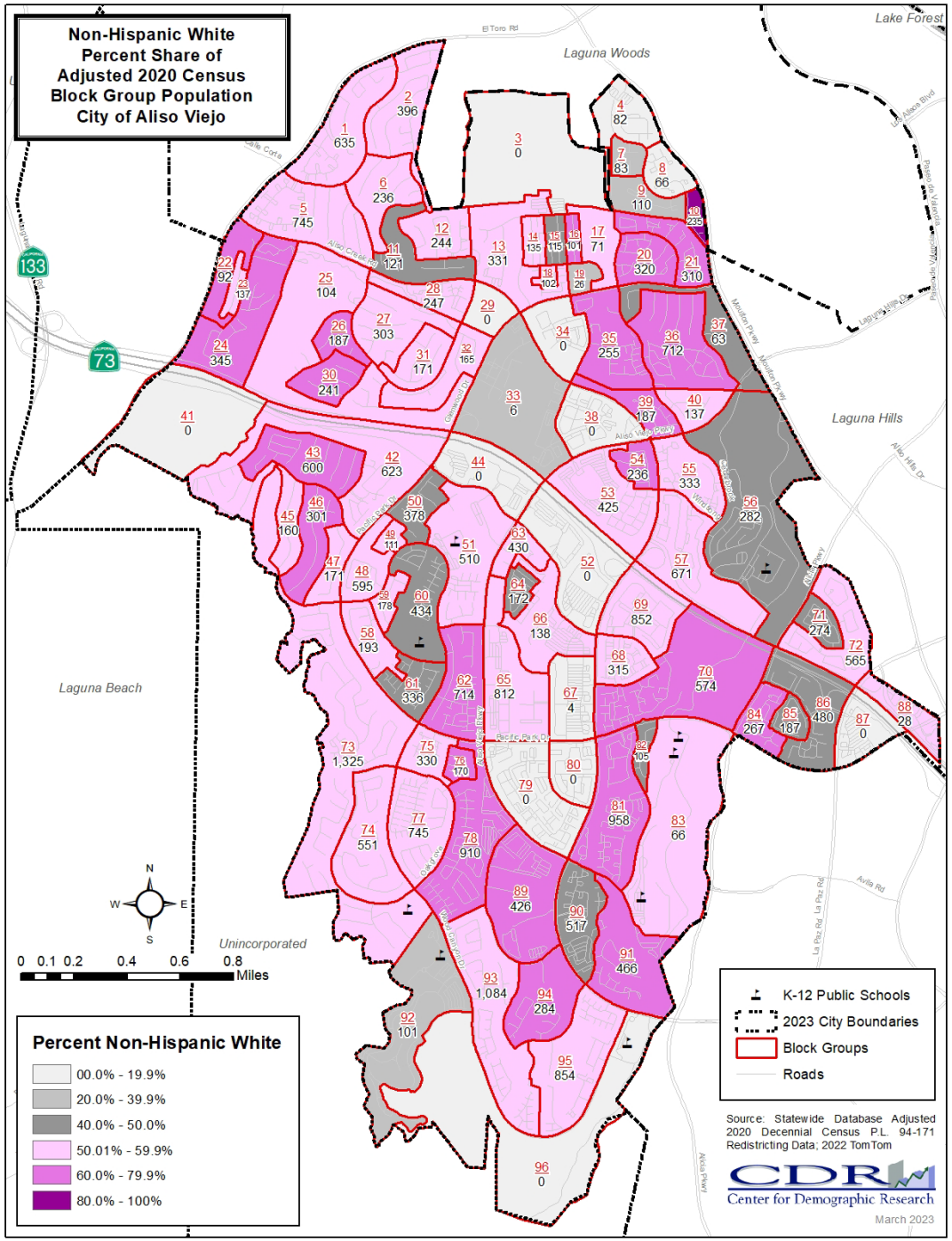
ALISO VIEJO

Hispanic or Latino of Any Race Percent Share of Adjusted 2020 Aliso Viejo Block Group Population



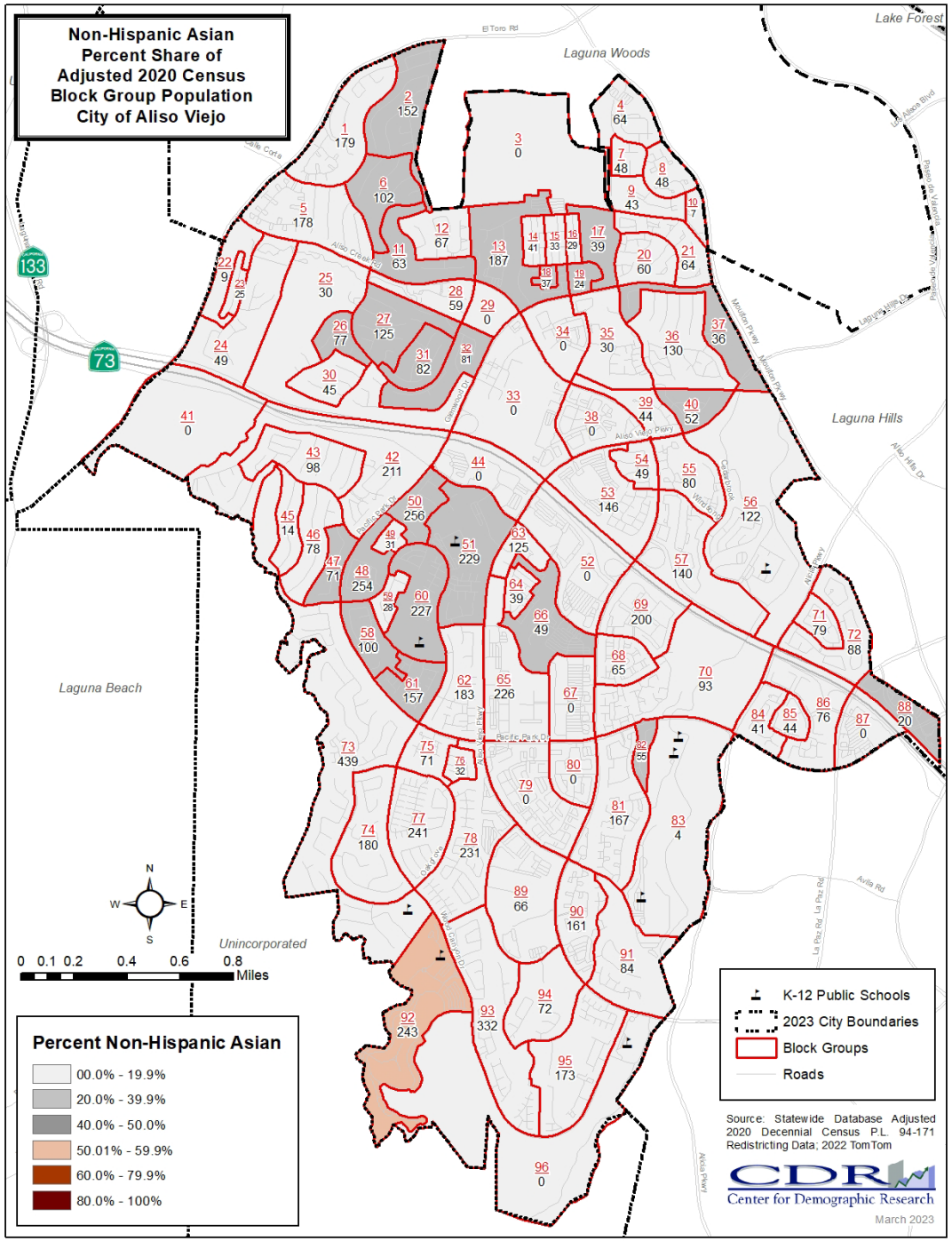
ALISO VIEJO

Non-Hispanic White Percent Share of Adjusted 2020 Aliso Viejo Block Group Population



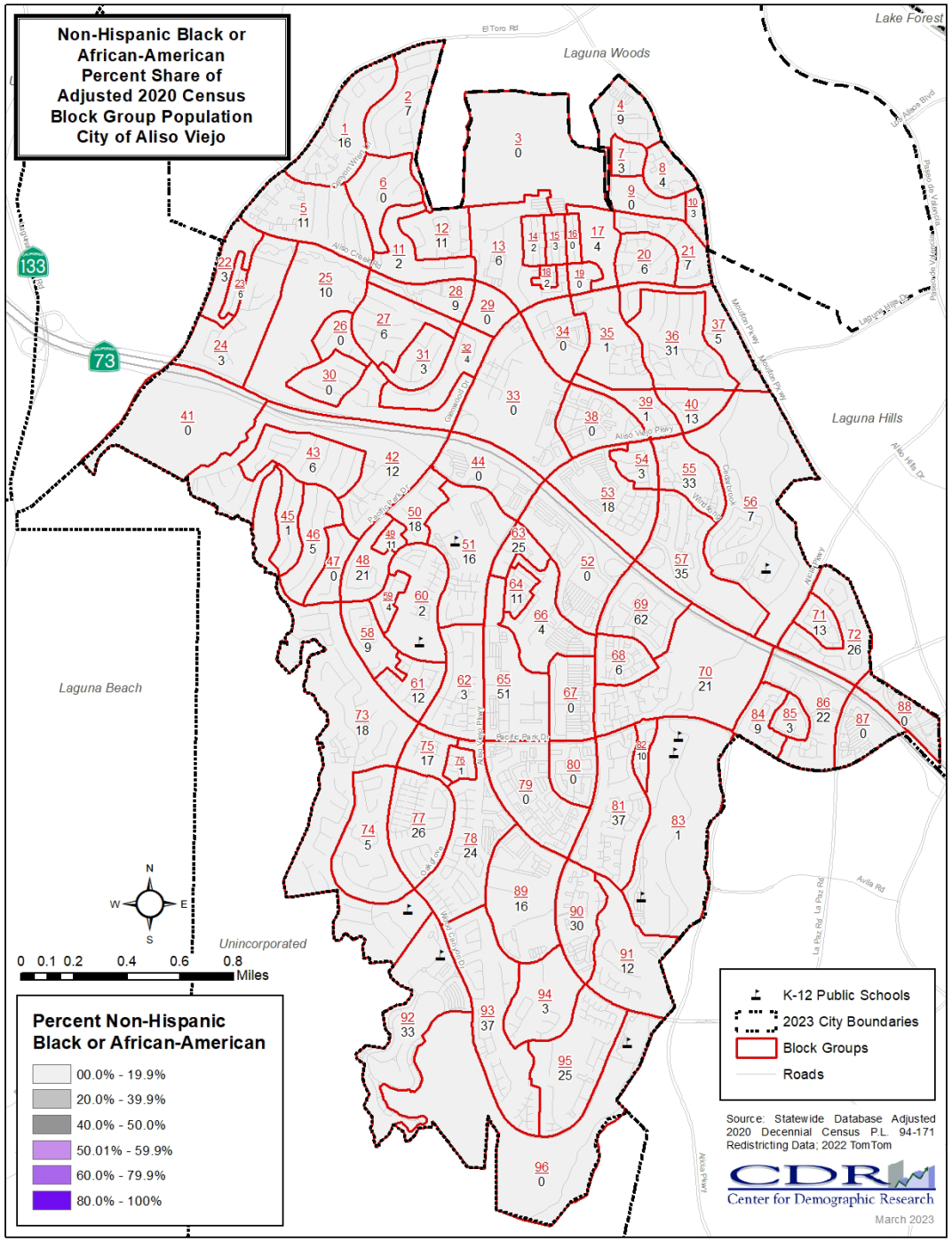
ALISO VIEJO

Non-Hispanic Asian Percent Share of Adjusted 2020 Aliso Viejo Block Group Population



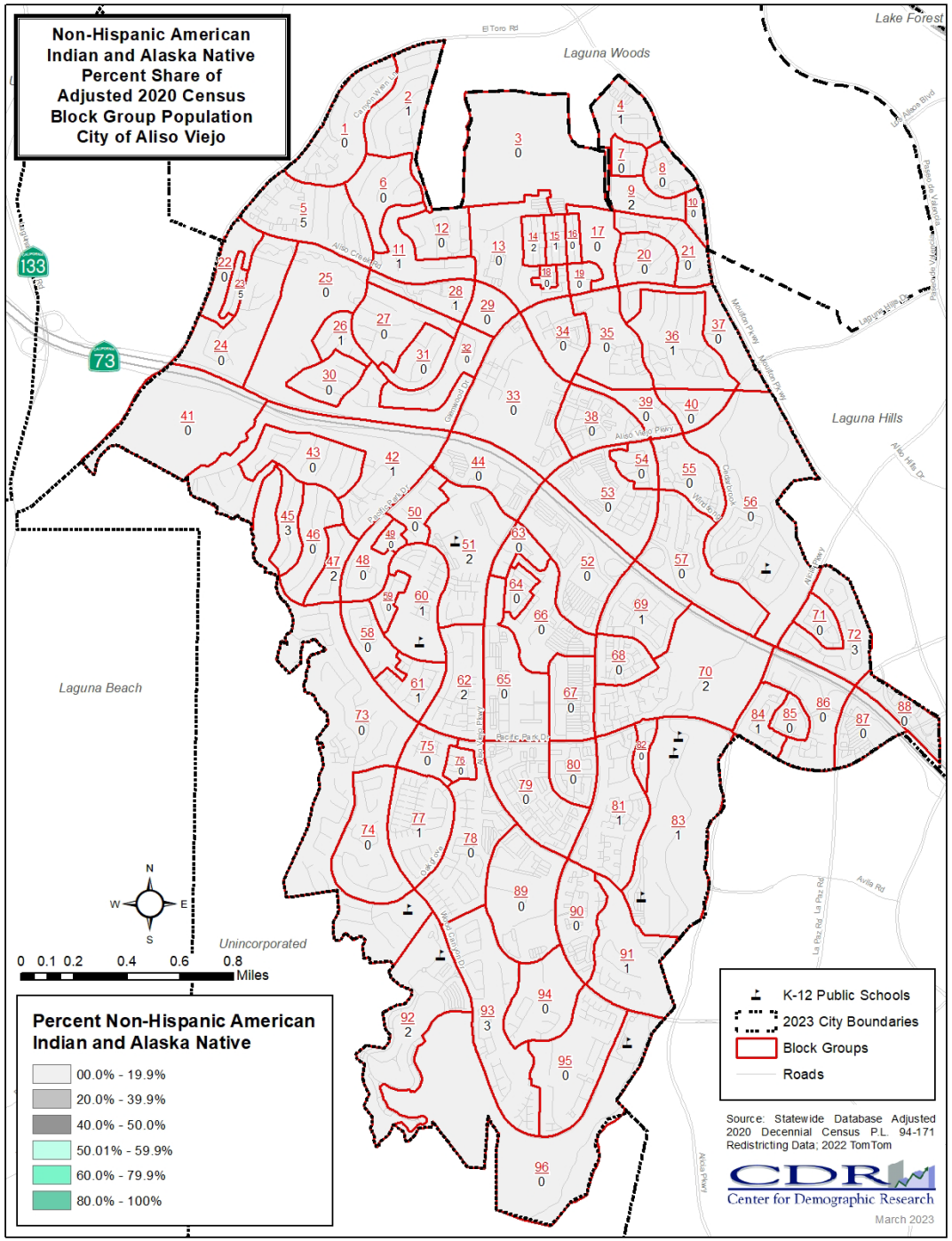
Aliso Viejo

Non-Hispanic Black or African-American Percent Share of Adjusted 2020 Aliso Viejo Block Group Population



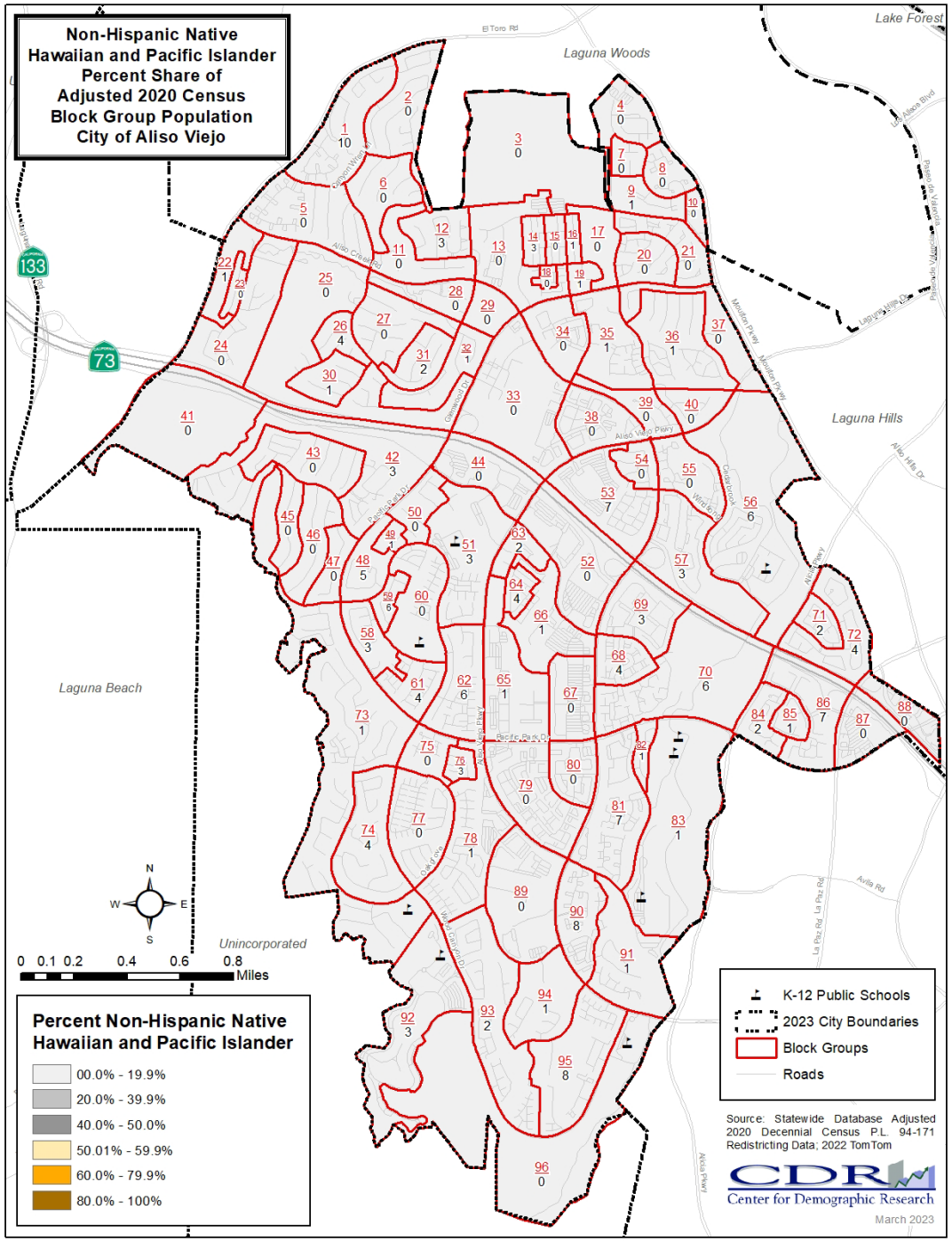
Aliso Viejo

Non-Hispanic American Indian and Alaska Native Percent Share of Adjusted 2020 Aliso Viejo Block Group Population



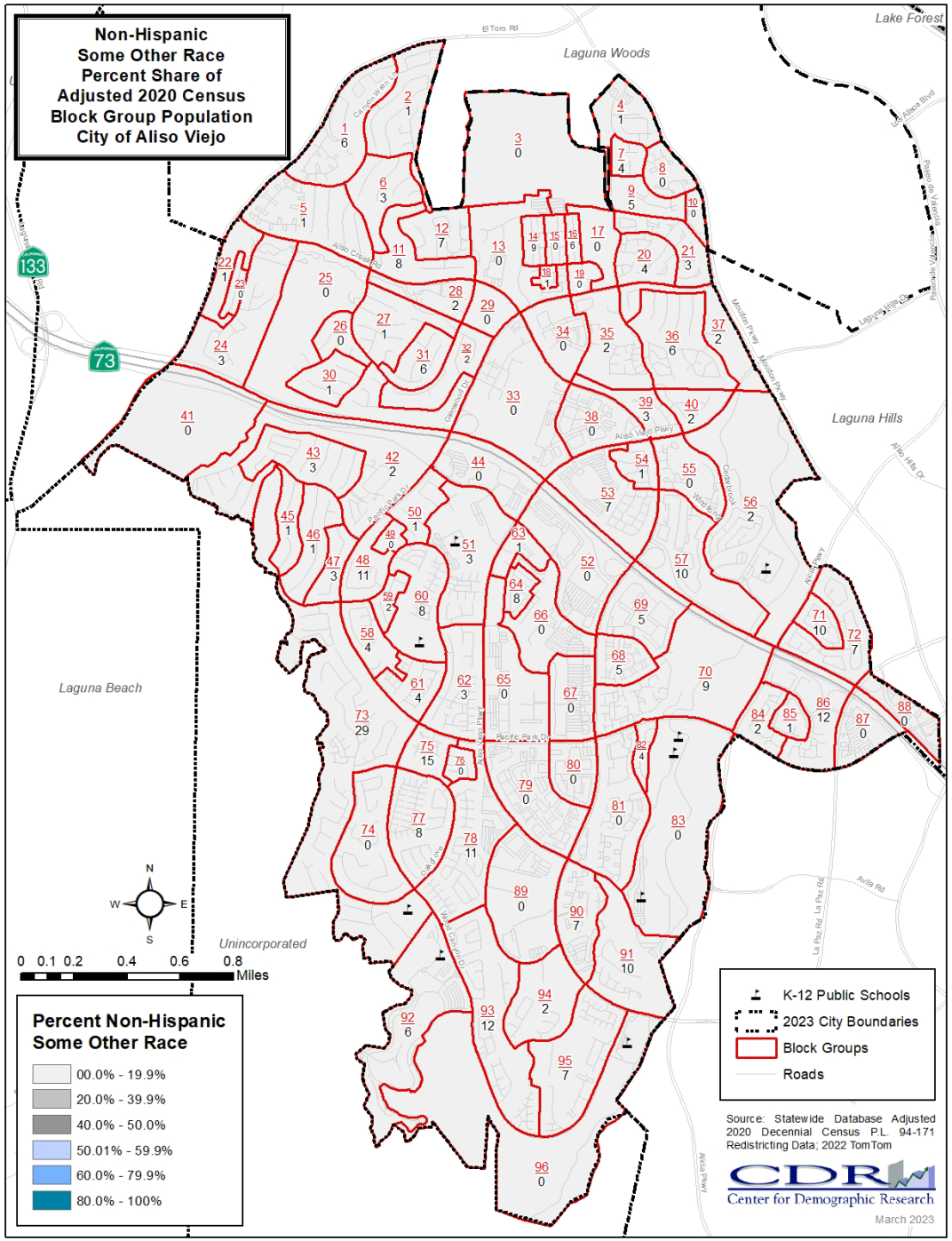
Aliso Viejo

Non-Hispanic Native Hawaiian and Pacific Islander Percent Share of Adjusted 2020 Aliso Viejo Block Group Population



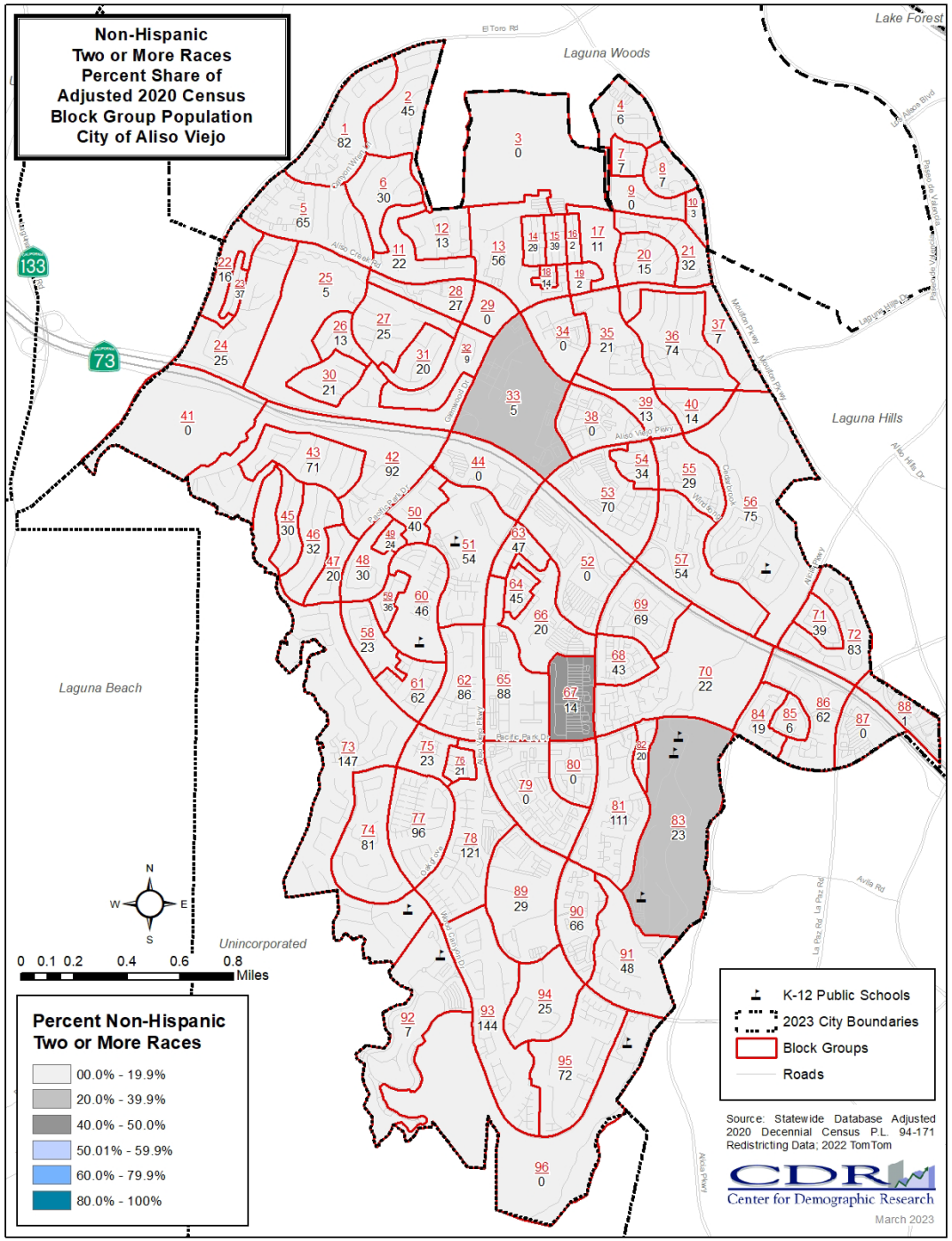
ALISO VIEJO

Non-Hispanic Some Other Race Percent Share of Adjusted 2020 Aliso Viejo Block Group Population



ALISO VIEJO

Non-Hispanic Two or More Races Percent Share of Adjusted 2020 Aliso Viejo Block Group Population

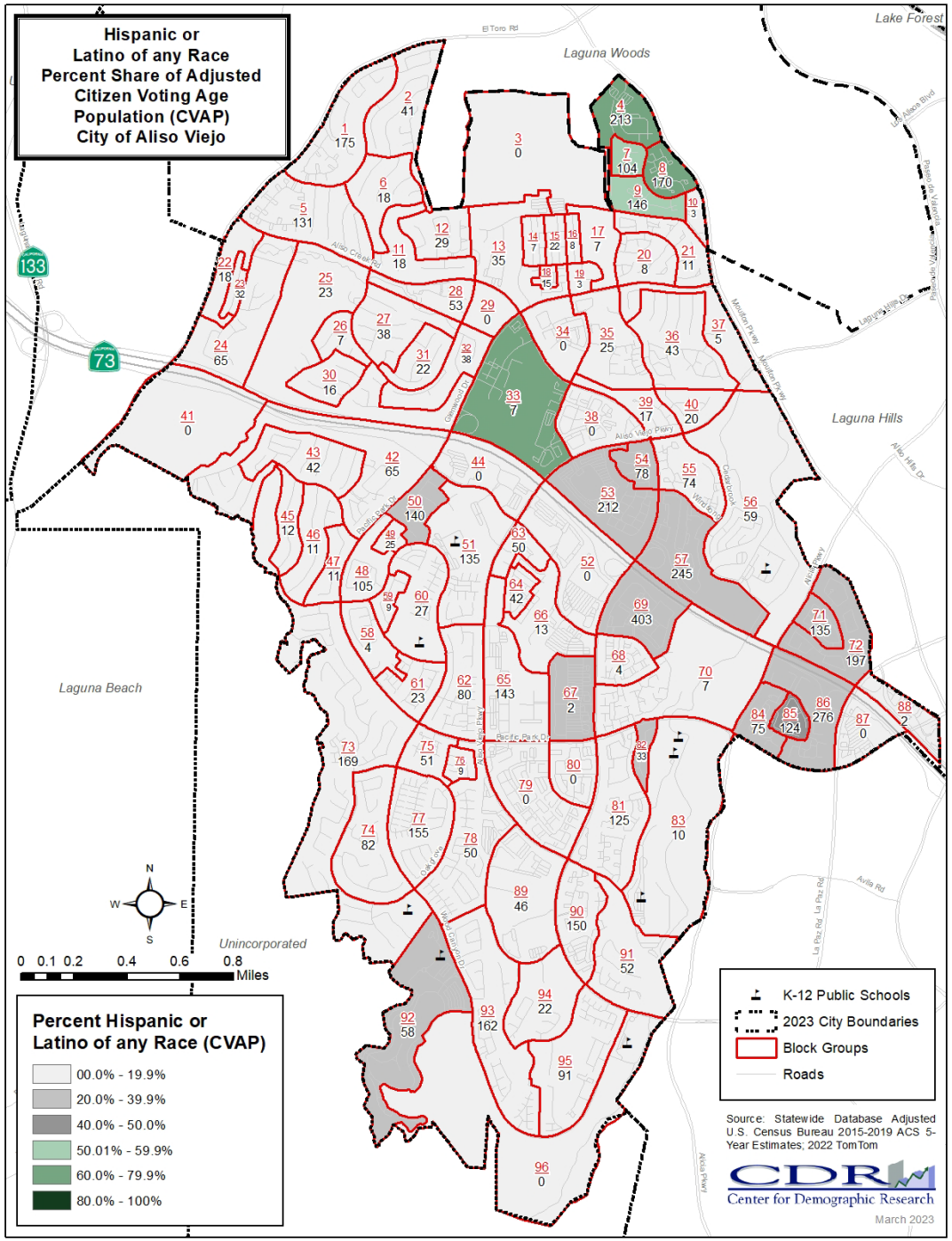


ALISO VIEJO

MAPS OF THE ADJUSTED CITIZEN VOTING AGE POPULATION (CVAP) BY 2020 BLOCK GROUP & RACE/ETHNICITY

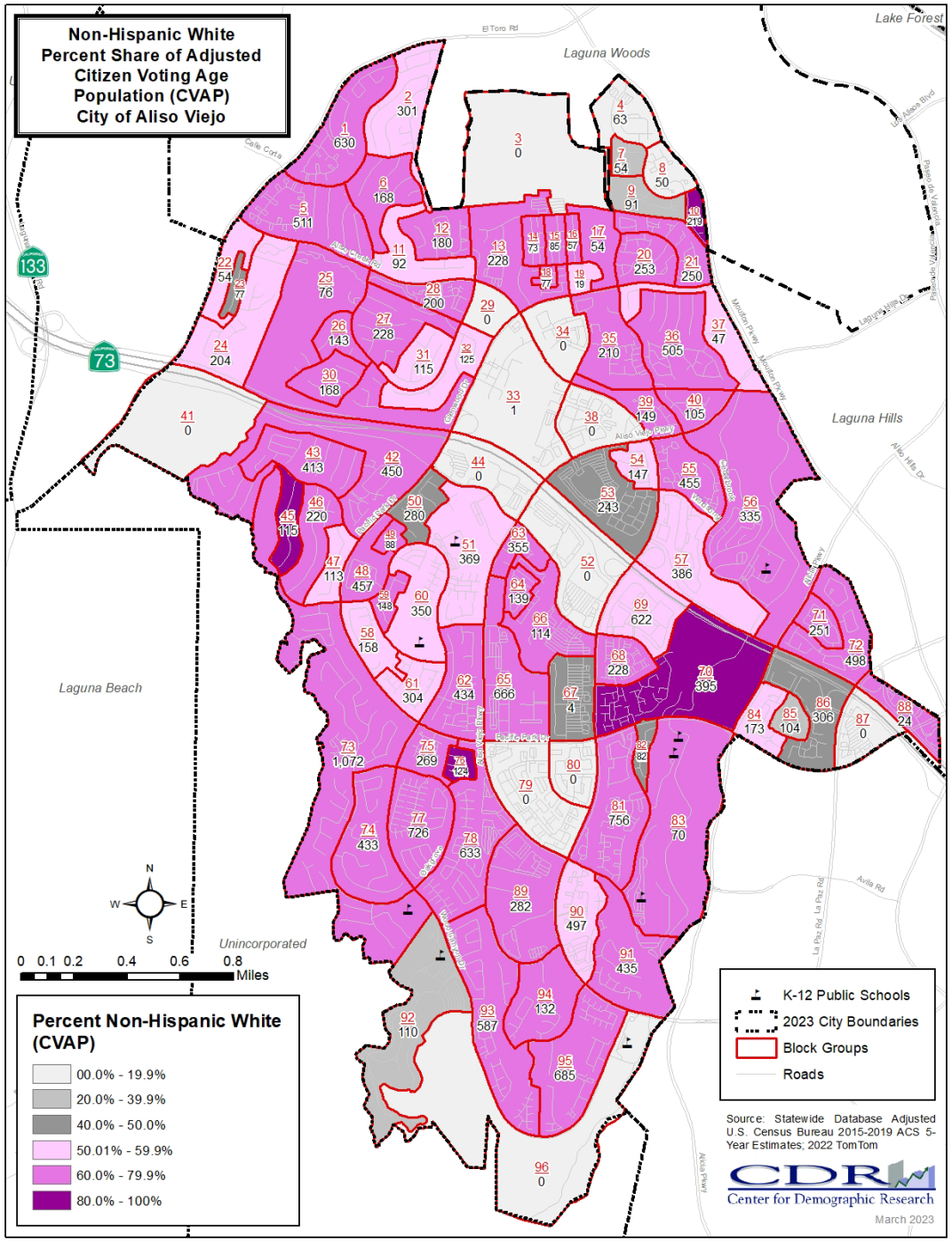
Aliso Viejo

Hispanic or Latino of Any Race (CVAP) Percent Share of Adjusted Aliso Viejo Block Group Population



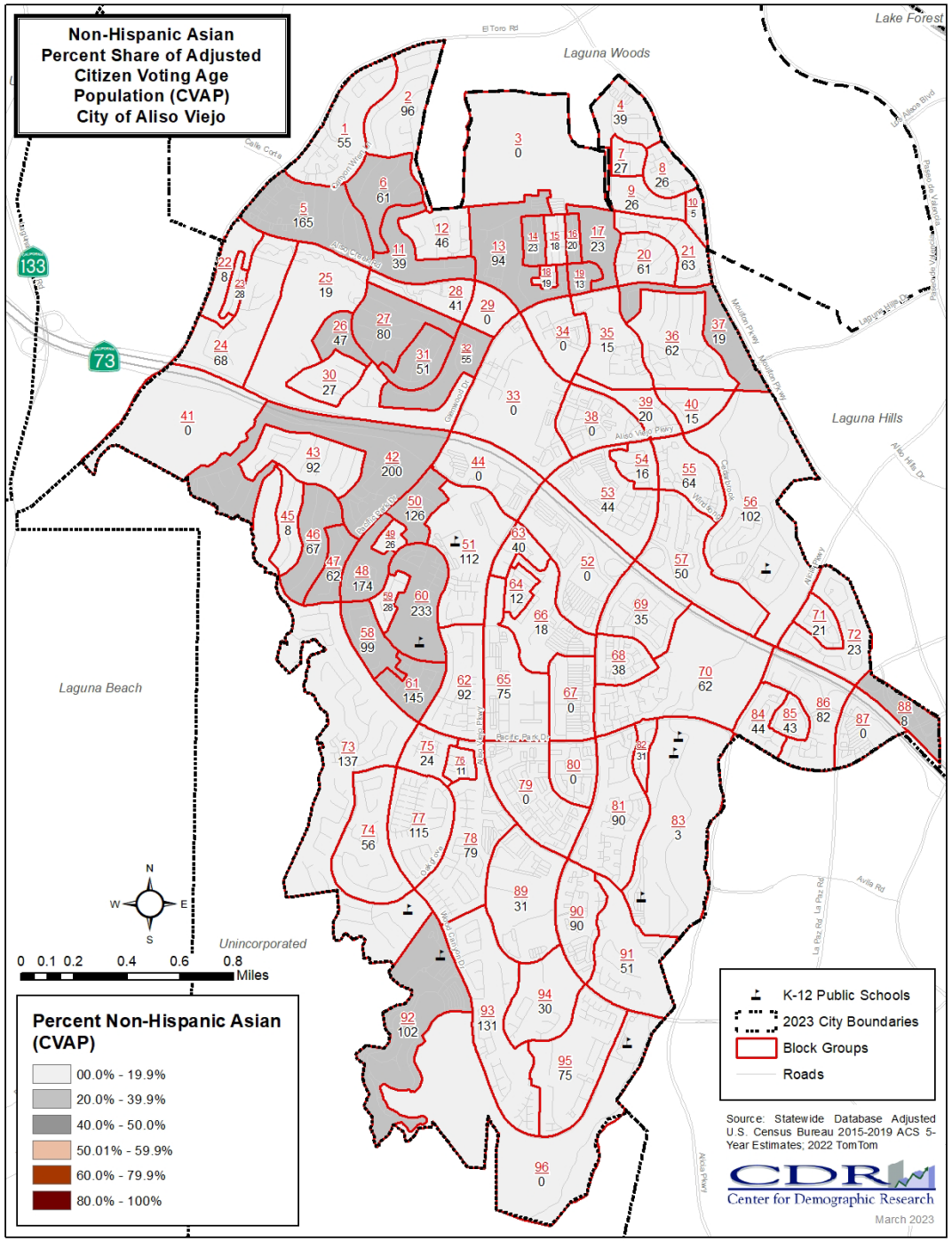
ALISO VIEJO

Non-Hispanic White (CVAP) Percent Share of Adjusted Aliso Viejo Block Group Population



ALISO VIEJO

Non-Hispanic Asian (CVAP) Percent Share of Adjusted Aliso Viejo Block Group Population

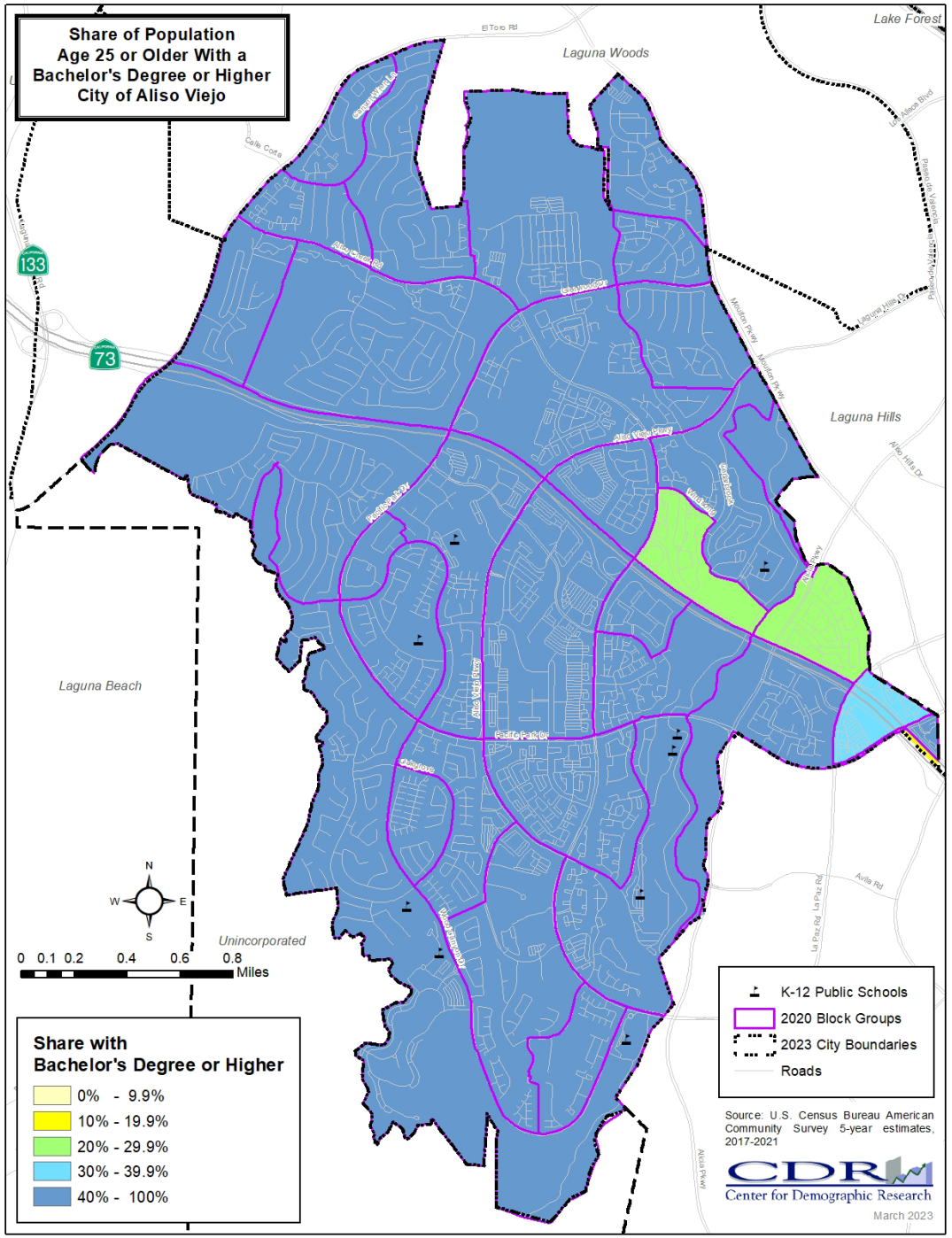


ALISO VIEJO

SUPPLEMENTAL MAPS

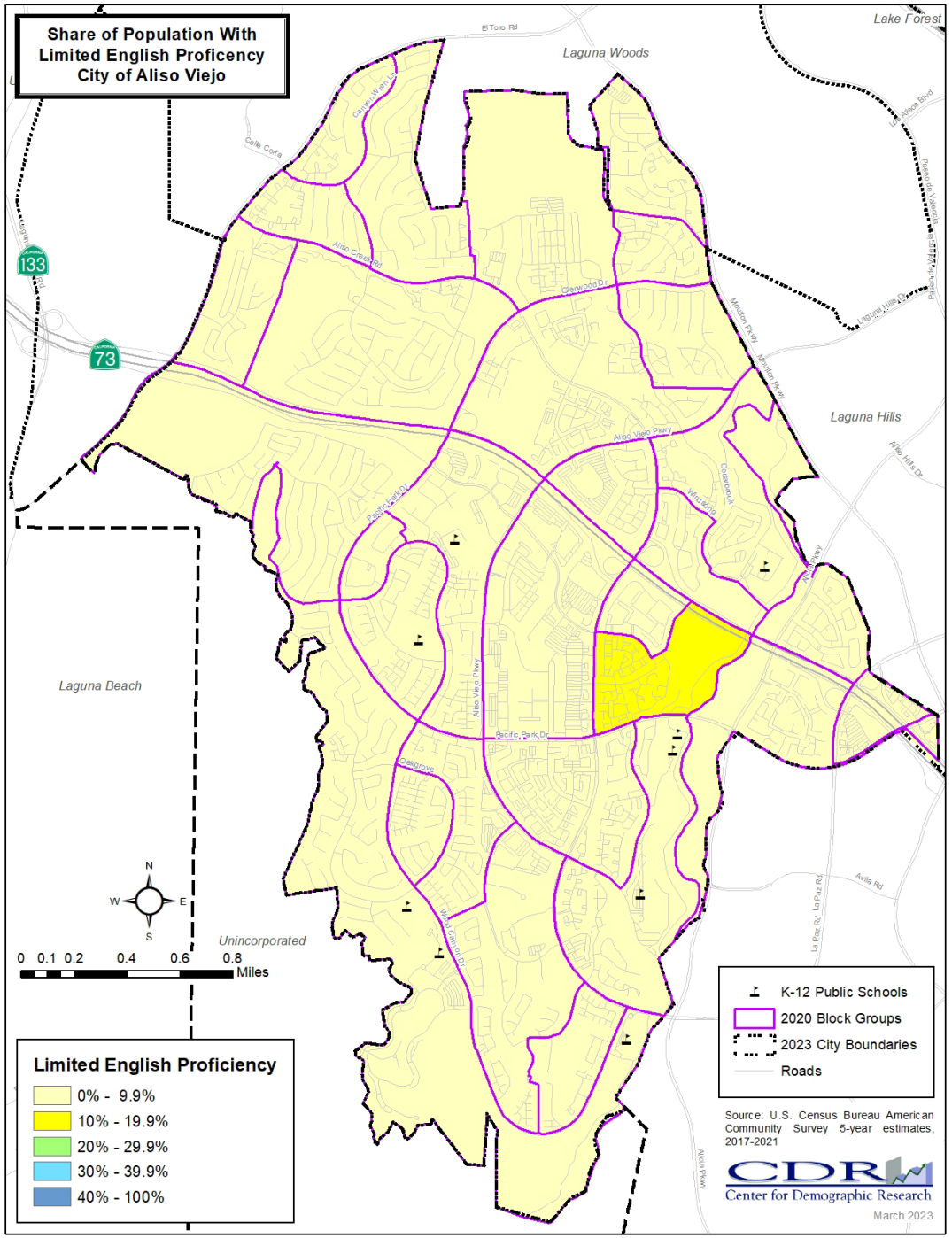
ALISO VIEJO

Share of Population Age 25 or Older with a Bachelor's Degree or Higher

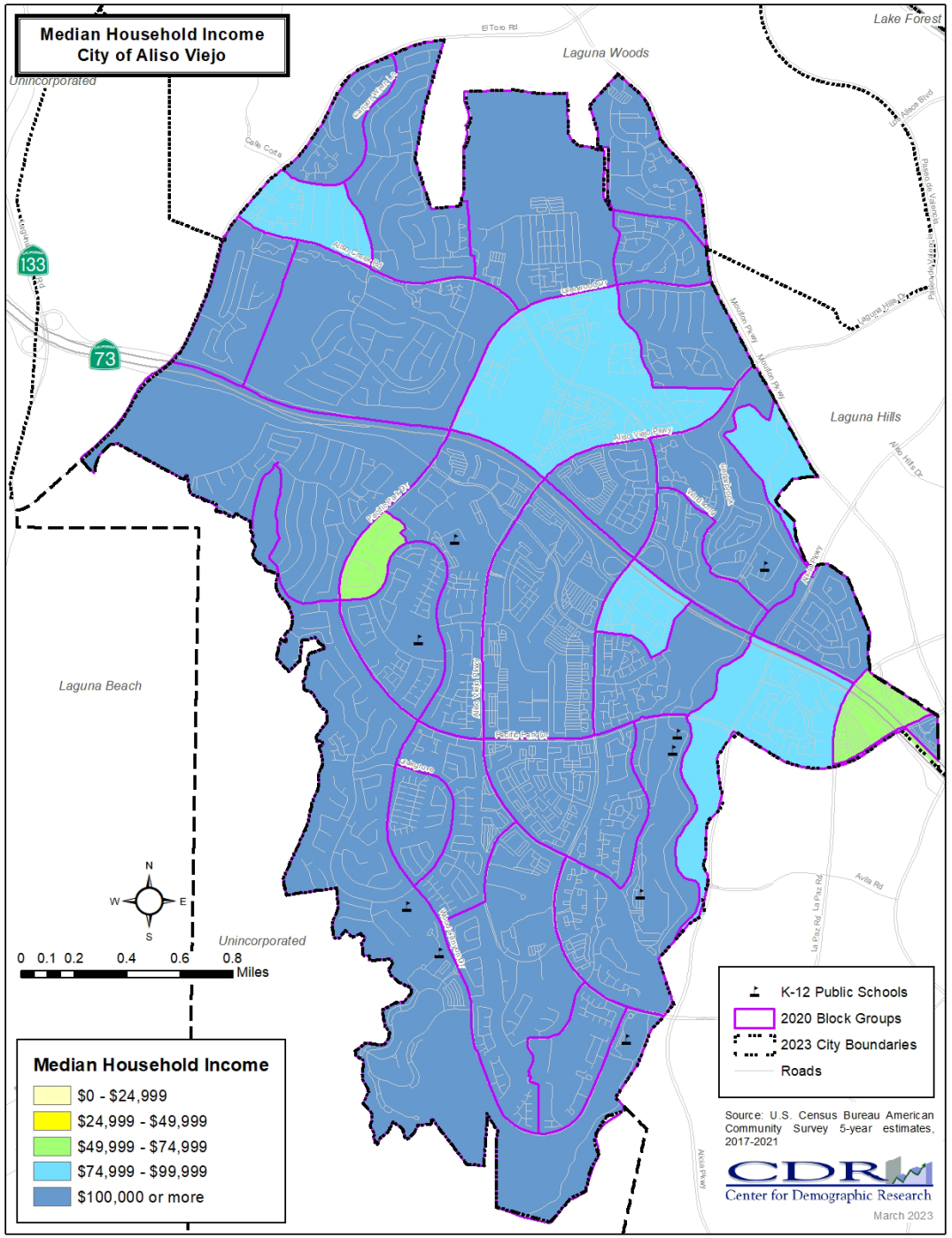


ALISO VIEJO

Share of Population with Limited English Proficiency



Median Household Income



Districting Criteria

The districts shall be nearly equal in population

Consideration may be given to the following factors:

- Contiguity
- Communities of interest
  - Neighborhoods, special districts, school districts, utility providers
  - Special zones or district sub-areas (entertainment zone, downtown, college, historic)
  - Areas with similar or common interests, issues or socio-economic characteristics (legislative, education, housing)
- Easy to identify
  - Natural or built features: freeways, major roads, rivers, hills, mountains.
- Compactness of territory

How the Public Can Submit Comments and Maps

- The City is soliciting additional input from the public on the districting process
- Ways to provide input:
    1) Public Testimony at Meetings
    2) Idea Form- https://avcity.org/districting
    3) Excel Table with Aliso Viejo Block Group Assignments
    4) Map with Block Group Assignments
    5) Email to districting@avcity.org
- Map proposals must be submitted by Thursday, April 20, 2023 5PM
- Kit available online for download at: https://avcity.org/districting

Idea Form

1. Download the form
2. Write out your comments
3. Take a picture or scan and email to districting@avcity.org

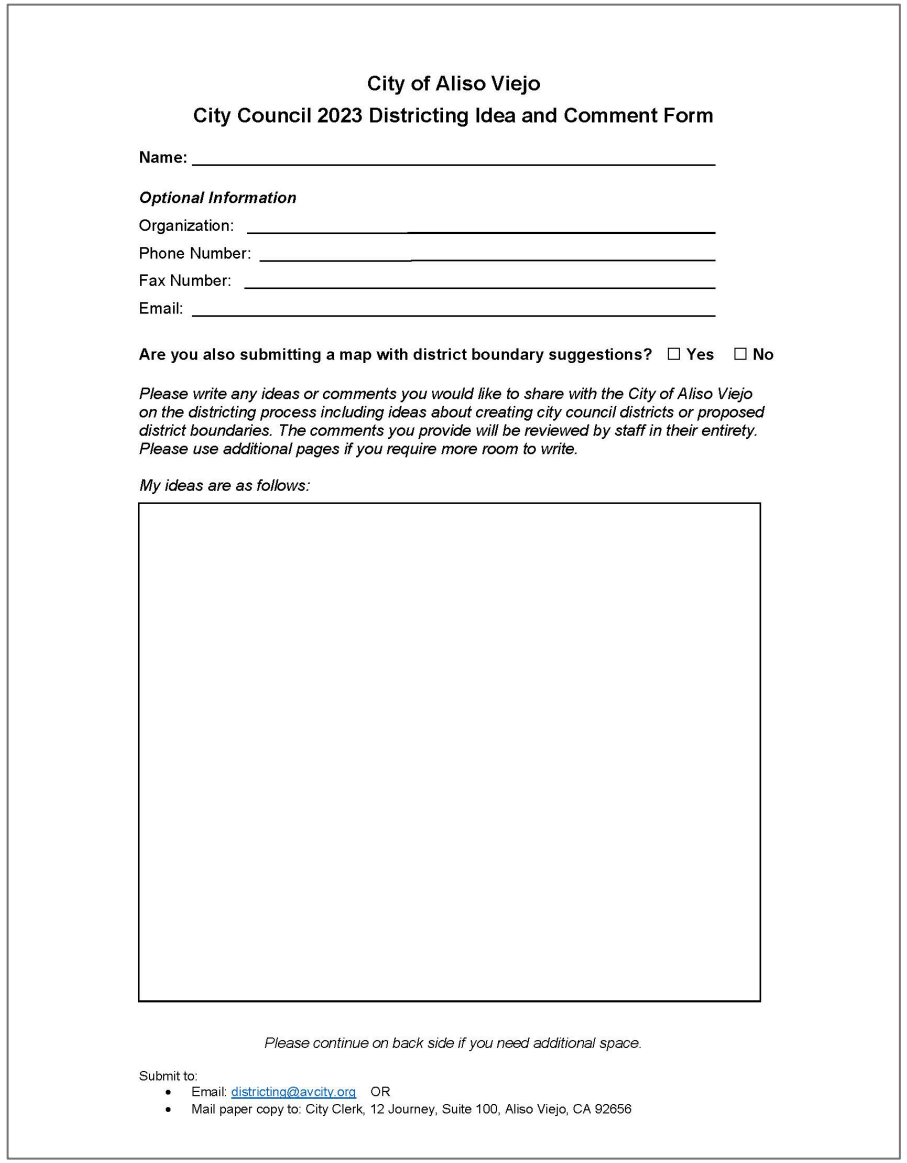
   or

   Mail/drop off hardcopy to

   City Clerk

Online comment form:

https://avcity.org/districting



City of Aliso Viejo

City Council 2023 Districting Idea and Comment Form

Name: _____

Optional Information

Organization: _____

Phone Number: _____

Fax Number: _____

Email: _____

Are you also submitting a map with district boundary suggestions? ☐ Yes ☐ No

Please write any ideas or comments you would like to share with the City of Aliso Viejo on the districting process including ideas about creating city council districts or proposed district boundaries. The comments you provide will be reviewed by staff in their entirety. Please use additional pages if you require more room to write.

My ideas are as follows:

Please continue on back side if you need additional space.

Submit to:

- Email: districting@avcity.org OR
- Mail paper copy to: City Clerk, 12 Journey, Suite 100, Aliso Viejo, CA 92656

Aliso Viejo

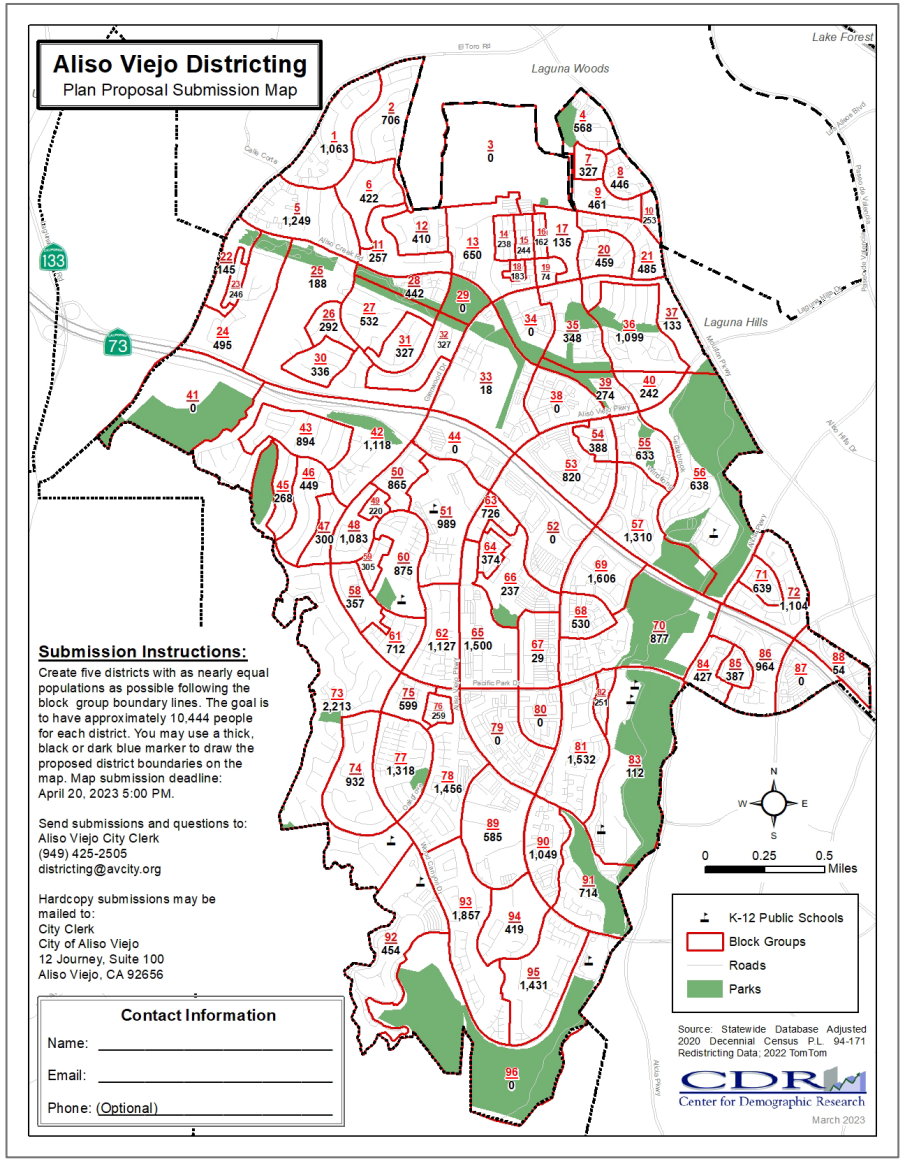
Paper Map

1. Download the Submission Map
2. Use a thick black or dark blue marker and draw 5 districts
3. Take a picture or scan and email to districting@avcity.org

   or

   Mail/drop off hardcopy to

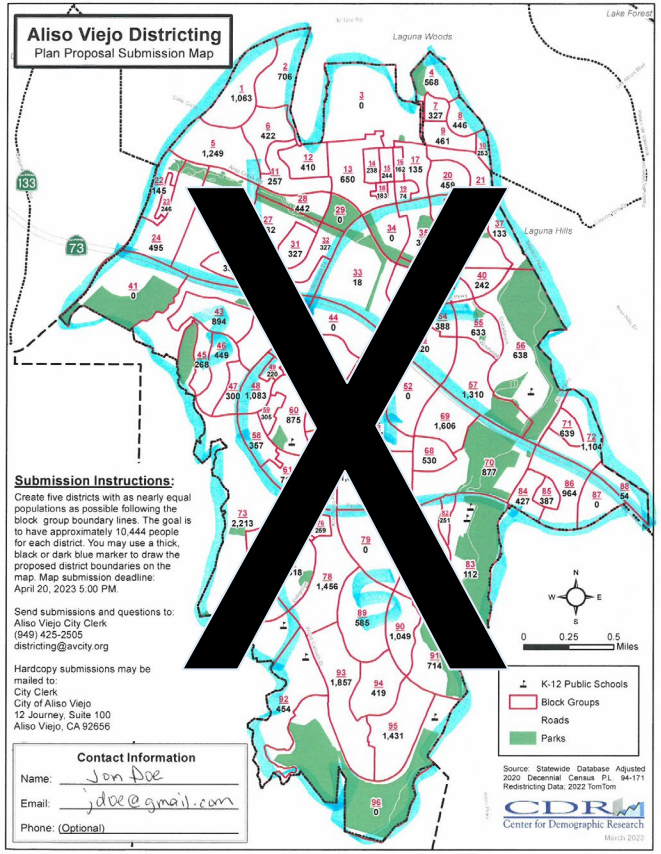
   City Clerk by 5:00 p.m. April 20

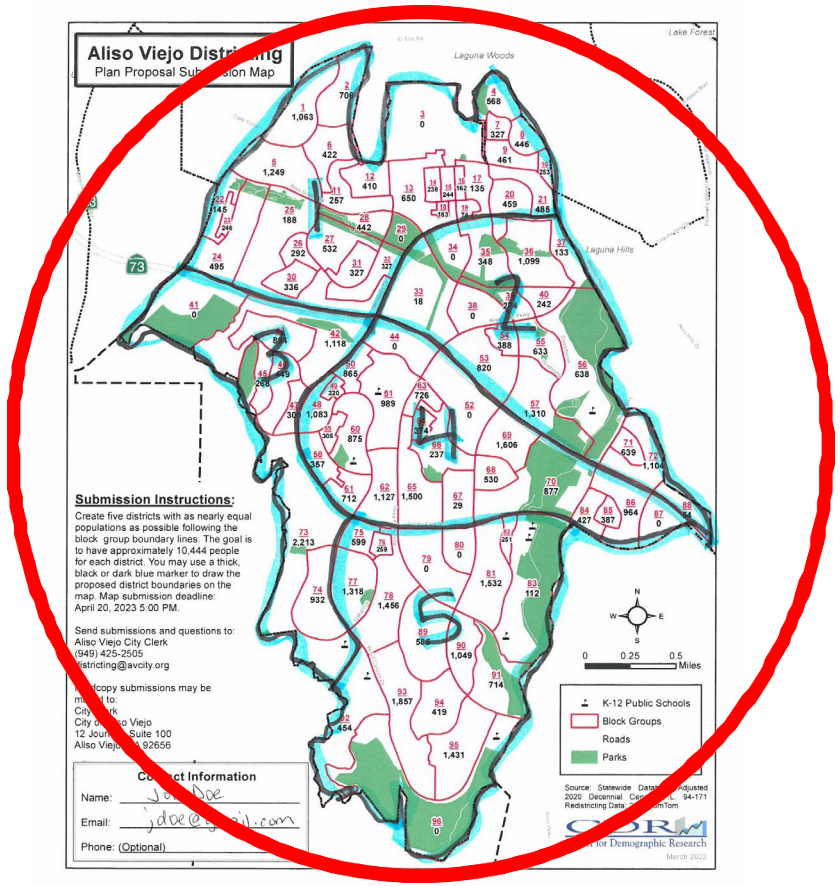


ALISO VIEJO

Map Submission

Only dark colored markers should be used to draw maps.



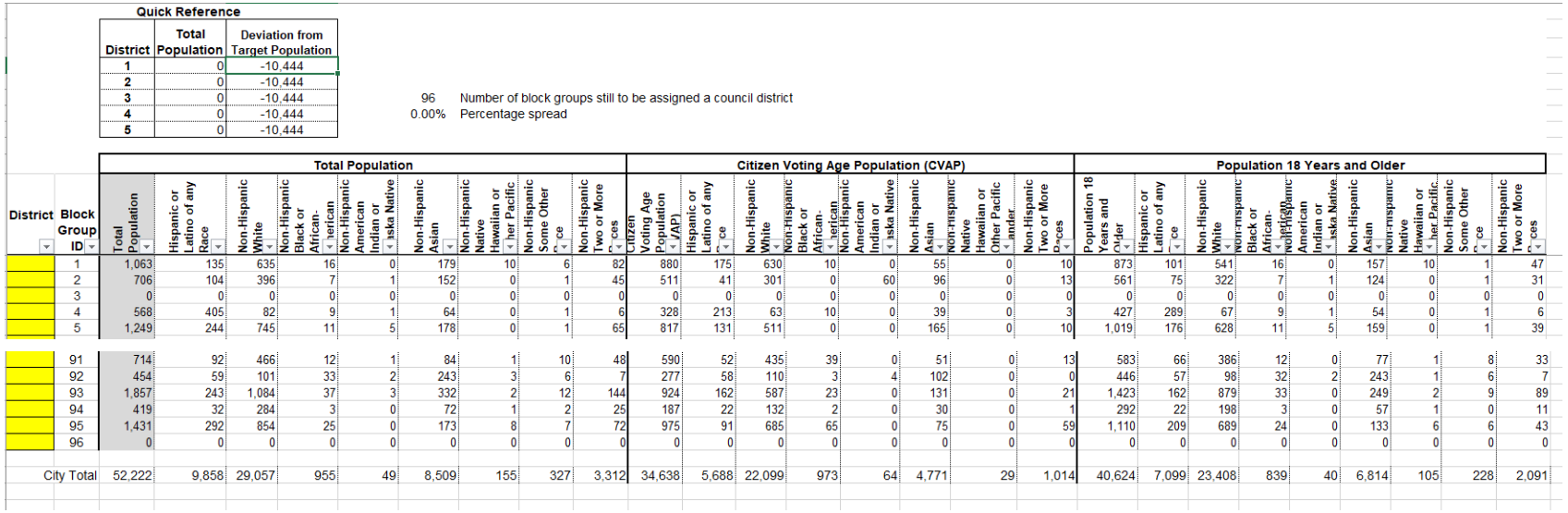


ALISO VIEJO

Excel Table with Aliso Viejo Block Group Assignments

Public Participation Kit: Excel Table

1. Download the file
2. Assign each block group to a district
3. Email the Excel file to districting@avcity.org



Quick Reference

District	Total Population	Deviation from Target Population
1	0	-10,444
2	0	-10,444
3	0	-10,444
4	0	-10,444
5	0	-10,444

96 Number of block groups still to be assigned a council district
0.00% Percentage spread

		Total Population									Citizen Voting Age Population (CVAP)								Population 18 Years and Older								
District	Block Group ID	Total Population	Hispanic or Latino of any Race	Non-Hispanic White	Non-Hispanic Black or African-American	Non-Hispanic American Indian or Alaska Native	Non-Hispanic Asian	Non-Hispanic Native Hawaiian or other Pacific	Non-Hispanic Some Other Race	Non-Hispanic Two or More Races	Citizen Voting Age Population (VAP)	Hispanic or Latino of any Race	Non-Hispanic White	Non-Hispanic Black or African-American	Non-Hispanic American Indian or Alaska Native	Non-Hispanic Asian	Non-Hispanic Native Hawaiian or Other Pacific Islander	Non-Hispanic Two or More Races	Population 18 Years and Older	Hispanic or Latino of any Race	Non-Hispanic White	Non-Hispanic Black or African-American	Non-Hispanic American Indian or Alaska Native	Non-Hispanic Asian	Non-Hispanic Native Hawaiian or other Pacific	Non-Hispanic Some Other Race	Non-Hispanic Two or More Races
	1	1,063	135	635	16	0	179	10	6	82	880	175	630	10	0	55	0	10	873	101	541	16	0	157	10	1	47
	2	706	104	396	7	1	152	0	1	45	511	41	301	0	60	96	0	13	561	75	322	7	1	124	0	1	31
	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	4	568	405	82	9	1	64	0	1	6	328	213	63	10	0	39	0	3	427	289	67	9	1	54	0	1	6
	5	1,249	244	745	11	5	178	0	1	65	817	131	511	0	0	165	0	10	1,019	176	628	11	5	159	0	1	39
	91	714	92	466	12	1	84	1	10	48	590	52	435	39	0	51	0	13	583	66	386	12	0	77	1	8	33
	92	454	59	101	33	2	243	3	6	7	277	58	110	3	4	102	0	0	446	57	98	32	2	243	1	6	7
	93	1,857	243	1,084	37	3	332	2	12	144	924	162	587	23	0	131	0	21	1,423	162	879	33	0	249	2	9	89
	94	419	32	284	3	0	72	1	2	25	187	22	132	2	0	30	0	1	292	22	198	3	0	57	1	0	11
	95	1,431	292	854	25	0	173	8	7	72	975	91	685	65	0	75	0	59	1,110	209	689	24	0	133	6	6	43
	96	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	City Total	52,222	9,858	29,057	955	49	8,509	155	327	3,312	34,638	5,688	22,099	973	64	4,771	29	1,014	40,624	7,099	23,408	839	40	6,814	105	228	2,091

Excel Table Method

- Automatically tabulates population totals for each district as you assign the district number
- Contains 5 worksheets:
  - Instruction sheet
  - Author information
  - Assignments
  - Summary
  - Reference Map

Comments and Submissions

- Electronic comments and proposals must be submitted by 5:00 pm on Thursday, April 20, 2023
- Submit written input to City Clerk by:
  - Email: districting@avcity.org
  - Send or drop off hardcopy to:
    City Clerk, 12 Journey, Suite 100, Aliso Viejo, CA 92656
- Contact City Clerk with questions @ (949) 425-2505

ALISO VIEJO

Timeline & Questions

Date	Type of Meeting	Purpose
March 15, 2023	City Council Meeting/ Discussion	City Council Resolution to undertake process to transition to by-district elections
April 5, 2023	Public Hearing	Public Hearing #1 (Before maps are drawn) – announce website; present Existing Conditions report and Public Participation Kit; open map submission period; solicit public input
April 19, 2023	Public Hearing	Public Hearing #2 (Before maps are drawn) – solicit public input
April 20, 2023	- -	Close of public map submission period
May 3, 2023	Public Hearing	Public Hearing #3 (After maps are drawn) – solicit public input; first review of draft maps; possible revision direction
May 17, 2023	Public Hearing	Public Hearing #4 (After maps are drawn) – solicit public input; consideration of maps and revised maps; selection of map and first reading of ordinance
June 7, 2023	City Council Meeting	Second reading of ordinance

Districting schedule: https://avcity.org/districting

Questions?

- https://avcity.org/districting

City of Aliso Viejo
AGENDA ITEM

DATE: April 5, 2023

TO: Mayor and City Council

FROM: So Kim, Community Development Director
Rose Rivera, Senior Planner

SUBJECT: REQUEST TO APPROVE CONDITIONAL USE PERMIT AND EXCEPTION PERMIT TO ESTABLISH A BATTING CAGE FACILITY WITH REDUCED PARKING BY 19 SPACES AT 6 JOURNEY, SUITE 100 (USE-2022-00011)

Recommended Actions:

1. Open and conduct a public hearing;

2. Find that the request is exempt from the California Environmental Quality Act pursuant to State CEQA Guidelines Sections 15301 (Existing Facilities); and

3. Adopt a Resolution (Attachment 1) approving Conditional Use Permit and Exception Permit to establish a batting cage facility with reduced parking by 19 spaces at 6 Journey, Suite 100 (USE-2022-00011).

Fiscal Impact:

There is no fiscal impact to the City associated with this discretionary action.

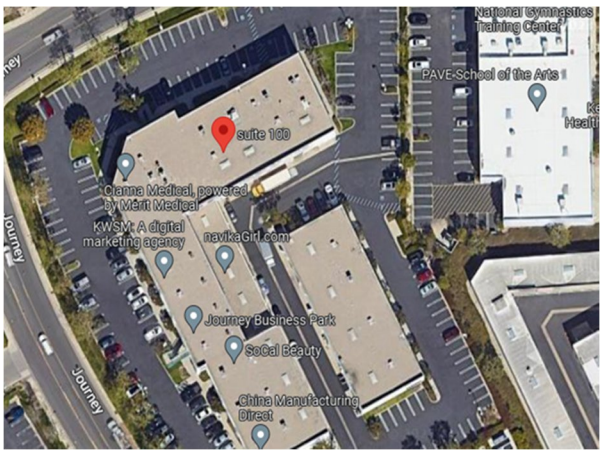
Background:

The Applicant, Joanna Garrett, on behalf of Swing Away Academy, is requesting a conditional use permit and exception permit to establish an indoor batting cage facility located at 6 Journey, Suite 100.

The property is located within the BP-1 zoning district with a General Plan designation of Business Park (BP), which allows for a range of light industrial uses and supporting offices and services. The existing suite is located in the Journey Business Park which is comprised of various businesses including offices, beauty salons, and a cross fit gym. Surrounding uses to the business park include medical offices to the north, a gymnastics, dance and martial arts training center to the east, City Hall to the south and Webb's Grainworks Distillery to the west.



Project Site



Location Map

Discussion:

Proposed Project

Swing Away Academy is proposing to occupy an existing 10,182 square foot suite for an indoor batting cage facility. According to the Applicant's project description, Swing Away Academy provides services including one-on-one and group training for batting, catching, pitching and conditioning. The facility will also be available on occasions for birthday parties on weekends. A small retail store is also proposed for the sales of baseball equipment such as bats, gloves, and cleats. The facility will be comprised of batting cages on the lower floor and employee offices on the second floor. All activities will take place inside. According to the Applicant, changes to the suite will include the installation of turf and rubber flooring for the batting cage areas, with the remainder of the areas to be vinyl plank. Netting will be installed throughout the warehouse to protect the walls and create retractable batting cages. Mass loaded vinyl will also be installed to the interior of the building as needed to create sound deadening measures.

Hours of operation will be Monday through Friday from 3 p.m. to 9 p.m. and Saturday and Sunday from 7 a.m. to 7 p.m. The Applicant anticipates that most of the training will occur from 5 p.m. to 8 p.m. on weekdays and 9 a.m. to 1 p.m. on weekends. According to the applicant, four to six athletes are estimated to be present during the weekday hours of 3 p.m. to 5 p.m. and 10 to 15 athletes after 5 p.m., with a maximum of 25 guests. Swing Away Academy is by appointment only.

Conditional Use Permit

Aliso Viejo Municipal Code (AVMC) Section 15.18.020 states that sport training centers and family/children entertainment centers are permitted in the Business Park 1 (BP-1) zoning district with an approved conditional use permit. Pursuant to AVMC Section 15.74.040, the following findings shall be made prior to the approval of a conditional use permit:

1. *The land use is consistent with the general plan and any applicable specific plan.*

   According to the General Plan, the proposed project is located within a Business Park (BP-1) land use designation which provides for a range of supporting services, including limited personal services, for the community. The proposed project is consistent with General Plan Goal LU-1: “Provide a diverse mix of land uses to meet the future needs of all residents and the business community.” Within that goal, the following policies apply to the proposed use: General Plan Policy LU-1.4 “Support efforts to provide beneficial civic, religious, recreational, cultural and educational opportunities and public services to the entire community.” Swing Away Academy would provide the community with an additional option for fitness and recreational needs. No specific plan is applicable to this property. Therefore, this finding can be made.

2. *The land use and associated development conform to the permitted use provisions and development standards of this zoning code and are consistent with this code and any applicable specific plan.*

   Zoning for the property located at 6 Journey is Business Park 1 (BP-1). The proposed use is consistent with provisions and objectives established in this Code. AVMC Section 15.18.020 permits sports training centers and family/children recreation centers in BP-1 zoning districts with approval of a conditional use permit. The BP-1 district was established to provide for business and employment generating development, including a range of services consistent with the General Plan Business Park description.

   As for parking requirements, the existing property has 203 parking spaces on site. Based on AVMC parking regulations (Section 15.38.040), a total of 222 parking spaces are required for the existing tenant mix and the proposed use. This equates to a parking deficiency of 19 spaces, or 9%.

   The Code allows for a parking reduction or deficiency of up to 15% with an approval of an exception permit pursuant to AVMC 15.74.070. As the exception permit findings can be made as evidenced under the Exception Permit heading below, the proposed project conforms with all the development standards of the zoning code and this finding can be made.

3. *Processing and approval of the permit application are in compliance with the requirements of the California Environmental Quality Act.*

   The proposed project is limited to interior tenant improvements, including the installation of flooring, wall panels and electrical work. No exterior improvements are proposed. Therefore, the proposed project is exempt from CEQA pursuant to State CEQA Guidelines, section 15301, which applies to the operation, repair, maintenance, permitting, leasing, or minor alteration of existing structures,

facilities, or topographical features involving negligible or no expansion of existing or former use. Therefore, this finding can be made.

4. *Approval of the application will not create conditions materially detrimental to the public health, safety and general welfare or injurious to or incompatible with other properties or land uses in the vicinity.*

   The proposed location for Swing Away Academy is located in a BP-1 zoning district characterized by a variety of uses that include research and development, office uses, recreational uses, warehouse uses, and consumer services. A majority of these businesses operate during the normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. The Applicant's training sessions are primarily during the evening on weekdays and all day on the weekends. The establishment will be closed between 8:00 a.m. and 3:00 p.m. Monday through Friday. The business model is based on appointment only training, therefore the project will not create conditions that would project a negative impact on its neighbors. Furthermore, the Applicant will install noise mass loaded vinyl to the interior of the building as needed to create sound deadening measures.

   Project related tenant improvement is subject to review and approval by the Building Official and required to maintain conformance with regulations from several other agencies, including Orange County Sheriff's Department ("OCSD") and Orange County Fire Authority ("OCFA"). Based on procedural safeguards proposed by the Applicant, regulatory framework established by the City and other agencies, and the conditions of approval, the proposed use will not have adverse effects on the health, safety, or welfare or other persons in the vicinity of the use. Therefore, this finding can be made.

<u>Exception Permit</u>

The existing property has 203 parking spaces on site. AVMC parking regulations (Section 15.38.040) require a total of 222 parking spaces for the existing tenant mix and the proposed use. This equates to a parking deficit of 19 spaces, or 9%.

Journey Business Park Parking Summary			
Use	Total Sq. Ft.	Parking Ratio	Required Parking Spaces
Office, General	35,537	1/250	142
Office, Medical	1,932	1/200	10
Health Club/Gym	2,504	1/150	17
Beauty Salon	3,864	1/150	26
Misc. Small-scale Services	6,125	1/300	20

Public, Recreation And Assembly Use	10,182	1/ 4 Guests	7
Total Square Footage:	60,144	Total Parking Spaces Required:	222
		Total Parking Spaces Provided:	203

A reduction in the required number of parking spaces of up to 15% may be allowed with approval of an exception permit pursuant to AVMC 15.74.070 (Exception Permits), provided that certain findings can be made. The Exception Permit findings are identical to the Conditional Use Permit findings above, and therefore, can be made.

Pursuant to AVMC 15.38.120 (Modified Parking Standards), the following findings shall also be made prior to approval of an exception permit.

a. *Given the specific conditions of the site and the adjacent area, the alternate parking standards will provide sufficient parking for the use(s) served; and*

   The Applicant hired Kimley-Horn, a planning and engineering consulting firm, to conduct a parking evaluation and survey (Attachment 3) for the project site. The parking analysis prepared by Kimley-Horn identified that during the site's peak hours (weekday between 8 a.m. and 12 p.m.), a total of 46 parking spaces were occupied. This analysis shows that the existing site is significantly under parked and has an excess of 157 parking spaces during peak hours. As a result, the proposed parking deficiency of 19 parking spaces or 9% for the proposed use will continue to provide sufficient parking for the uses served. Therefore, this finding can be made.

b. *The alternate parking standards comply with the purpose and intent of Chapter 15.38 Parking Regulations.*

   The purpose and intent of AVMC Chapter 15.38 Parking Regulations is to provide for the demand of off-street parking generated by the various uses, ensure safe access to businesses, and provide for properly designed parking facilities with adequate parking to reduce traffic congestion, promote business, and enhance public safety. The proposed reduction in parking spaces comply with the purpose and intent of the City's parking regulation in that there will be no changes to the existing parking design and layout, while there will be an excess of 157 parking spaces on site. The public access and safety will continue to be maintained as a result. Therefore, this finding can be made.

Public Notice:

On March 23, 2023, a public hearing notice was published in the Laguna Niguel News and mailed to all owners of real properties and tenants within 300 feet of the subject real property.

Attachments:

1. Draft Resolution
2. Applicant Project Description Letter
3. Sound Mitigation Measures
4. Parking Evaluation and Survey for 6 Journey
5. Project Plans
6. Presentation

RESOLUTION NO. 2023- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT AND EXCEPTION PERMIT TO ALLOW FOR AN INDOOR BATTING CAGE FACILITY WITH A REDUCED PARKING REQUIREMENT BY 19 SPACES AT 6 JOURNEY, SUITE 100 AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM CEQA (USE-2022-00011)

WHEREAS, on October 27, 2022, the Applicant, Joanna Garrett, on behalf of Swing Away Academy, submitted Planning Application USE-2022-00011 for a conditional use permit to allow for an indoor batting cage facility at 6 Journey, Suite 100 ("Project"); and

WHEREAS, pursuant to Aliso Viejo Municipal Code (AVMC) Section 15.18.020, sport training centers and family/children entertainment centers are conditionally permitted uses in the Business Park 1 (BP-1) zoning district; and

WHEREAS, pursuant to the California Environmental Quality Act (Public Resources Code, § 2100 et seq.), the State CEQA Guidelines (California Code of Regulations, Title 14, § 1500 et seq.), and the City's local CEQA Guidelines (collectively, "CEQA"), the City of Aliso Viejo ("City") is Lead Agency for purposes of the Project; and

WHEREAS, in accordance with State CEQA Guidelines section 15061, the City has reviewed the proposed Project and considered existing conditions at the subject site and surrounding vicinity, to evaluate whether an exemption from CEQA applied; and

WHEREAS, on April 5, 2023, the City Council held a duly noticed public hearing as prescribed by law and considered public testimony and evidence and recommendations presented by staff in the agenda report and oral presentation related to Conditional Use Permit and Exception Permit (USE-2022-00011); and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. Determination of Recitals. The City Council hereby finds and determines that all of the recitals set forth above are true and correct. The above recitals are hereby incorporated as substantive findings of this Resolution.

SECTION 2. Approval of Project and Findings for Conditional Use Permit. In accordance with AVMC 15.74.040(C), the City Council hereby makes the following findings of fact and approves a Conditional Use Permit (USE-2022-00011) for an indoor batting cage facility, subject to the conditions set forth in Exhibit "A" and project plans set forth in Exhibit "B", which are exhibits are both attached hereto and incorporated herein by reference.

1. The land use is consistent with the general plan and any applicable specific plan. According to the General Plan, the proposed project is located within a Business Park (BP-1) land use designation which provides for a range of supporting services, including limited personal services, for the community. The proposed project is consistent with General Plan Goal LU-1: "Provide a diverse mix of land uses to meet the future needs of all residents and the business community." Within that goal, the following policies apply to the proposed use: General Plan Policy LU-1.4 "Support efforts to provide beneficial civic, religious, recreational, cultural and educational opportunities and public services to the entire community." Swing Away Academy would provide the community with an additional option for fitness and recreational needs. No specific plan is applicable to this property.

2. The land use and associated development conform to the permitted use provisions and development standards of this zoning code and are consistent with this code and any applicable specific plan. Zoning for the property located at 6 Journey is Business Park 1 (BP-1). The proposed use is consistent with provisions and objectives established in this Code. AVMC Section 15.18.020 permits sports training centers and family/children recreation centers in BP-1 zoning districts with approval of a conditional use permit. The BP-1 district was established to provide for business and employment generating development, including a range of services consistent with the General Plan Business Park description. As for parking requirements, the existing property has 203 parking spaces on site. Based on AVMC parking regulations (Section 15.38.040), a total of 222 parking spaces are required for the existing tenant mix and the proposed use. This equates to a parking deficiency of 19 spaces, or 9%. The Code allows for a parking reduction or deficiency of up to 15% with an approval of an exception permit pursuant to AVMC 15.74.070, as evidenced in Section 3 below.

3. Processing and approval of the permit application are in compliance with the requirements of the California Environmental Quality Act. The proposed project is limited to interior tenant improvements, including the installation of flooring, wall panels and electrical work. No exterior improvements are proposed. Therefore, the proposed project is exempt from CEQA pursuant to State CEQA Guidelines, section 15301, which applies to the operation, repair, maintenance, permitting, leasing, or minor alteration of existing structures, facilities, or topographical features involving negligible or no expansion of existing or former use.

4. Approval of the application will not create conditions materially detrimental to the public health, safety and general welfare or injurious to or incompatible with other properties or land uses in the vicinity. The proposed location for Swing Away Academy is located in a BP-1 zoning district characterized by a variety of uses that include research and development, office uses, recreational uses, warehouse uses, and consumer services. A majority of these businesses operate during the normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. The training sessions are primarily during the evening on weekdays and all day on the weekends. The establishment will be closed between 8:00 a.m. and 3:00 p.m.

Monday through Friday. The business model is based on appointment only training, therefore the project will not create conditions that would project a negative impact on its neighbors. Furthermore, the Applicant will install noise mass loaded vinyl to the interior of the building as needed to create sound deadening measures. Project related tenant improvement is subject to review and approval by the Building Official and required to maintain conformance with regulations from several other agencies, including Orange County Sheriff's Department ("OCSD") and Orange County Fire Authority ("OCFA"). Based on the regulatory framework established by the City and other agencies and the conditions of approval, the proposed use will not have adverse effects on the health, safety, or welfare or other persons in the vicinity of the use.

SECTION 2. Approval of Project and Findings for an Exception Permit. In accordance with AVMC 15.74.070, the City Council makes the following findings of fact and approves an Exception Permit (USE-2022-00011) for a reduction in parking by 19 spaces or 9%, subject to the conditions set forth in Exhibit "A" and project plans set forth in Exhibit "B", which are both attached hereto and incorporated herein by reference.

1. The land use is consistent with the general plan and any applicable specific plan as evidenced in Section 1.1 above.

2. The land use and associated development conform to the permitted use provisions and development standards of this zoning code and are consistent with this code and any applicable specific plan as evidenced in Section 1.2 above.

3. Processing and approval of the permit application are in compliance with the requirements of the California Environmental Quality Act as evidenced in Section 1.3 above.

4. Approval of the application will not create conditions materially detrimental to the public health, safety and general welfare or injurious to or incompatible with other properties or land uses in the vicinity as evidenced in Section 1.4 above.

5. Given the specific conditions of the site and the adjacent area, the alternate parking standards will provide sufficient parking for the use(s) served in that a parking analysis prepared by Kimley-Horn identified that during the site's peak hours (weekdays between 8 a.m. and 12 p.m.), a total of 46 parking spaces were occupied. This analysis shows that the existing site is significantly under parked and has an excess of 157 parking spaces during peak hours. As a result, the proposed parking deficiency of 19 parking spaces or 9% for the proposed use will continue to provide sufficient parking for the uses served.

6. The alternate parking standards comply with the purpose and intent of Chapter 15.38 Parking Regulations. The purpose and intent of AVMC Chapter 15.38 Parking Regulations is to provide for the demand of off-street parking generated by the various uses, ensure safe access to businesses, and provide for properly

designed parking facilities with adequate parking to reduce traffic congestion, promote business, and enhance public safety. The proposed reduction in parking spaces comply with the purpose and intent of the City's parking regulation in that there will be no changes to the existing parking design and layout, while there will be an excess of 157 parking spaces on site. The public access and safety will continue to be maintained as a result.

SECTION 3. Filing of Notice of Exemption. The City Council hereby authorizes and directs staff to prepare, execute and file with the Orange County Clerk a Notice of Exemption for the proposed Project. Additionally, the Notice of Exemption for this project will be posted on the City of Aliso Viejo website, filed in the State Clearinghouse CEQA website, and provide the notice to parties requesting NOE notification.

SECTION 4. Location of Documents. The administrative record for the Project is maintained at City Hall located at 12 Journey, Suite 100, Aliso Viejo, CA 92656. The custodian of records is the City Clerk.

PASSED, APPROVED AND ADOPTED this 5th day of April 2023.

_____
Richard Hurt
Mayor

APPROVED AS TO FORM:

_____
Scott C. Smith
City Attorney

ATTEST:

_____
Mitzi Ortiz, MMC
City Clerk

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF ALISO VIEJO)

I, MITZI ORTIZ, City Clerk of the City of Aliso Viejo, California, DO HEREBY CERTIFY that the foregoing is the original of Resolution No. 2023-__ duly passed and adopted by the City Council of the City of Aliso Viejo at their regular meeting held on the 5th day of April, 2023, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

_____
MITZI ORTIZ, MMC
CITY CLERK

(SEAL)

EXHIBIT "A"
CONDITIONAL USE PERMIT AND EXCEPTION PERMIT
PLANNING APPLICATION USE-2022-00011
CONDITIONS OF APPROVAL

1. Project Description. Approval of Conditional Use Permit and Exception Permit (USE-2022-00011) to allow for an indoor batting cage facility with a reduced parking requirement by 19 spaces at 6 Journey, Suite 100, Aliso Viejo, CA in accordance with all plans and exhibits as presented to and approved by the City Council on April 5, 2023.

2. Development Per Approved Plans. This approval constitutes a precise plan for location and design of uses, structures, features and materials submitted with this application. Development shall occur substantially as shown on the plans and description letter approved for this Project and on file in with the Department of Planning Services, subject to any modifications imposed by the conditions of approval herein, as confirmed by the Community Development Director. Any land use, construction or improvement not specifically approved by this use permit is not permitted and must be addressed in a separate and subsequent application and review. Relocation, alteration or addition to any use, structure, feature or material not specifically approved shall require an amendment to the approved plans unless the Community Development Director determines such modifications are minor and consistent with the spirit and intent of the original approving action, and that the action would have been the same for the modifications as for the approved plans. The Community Development Director may approve such minor modifications in accordance with AVMC Section 15.74.110.

3. Applicant Designation. For the purpose of Conditional Use Permit and Exception Permit (USE-2022-00011) and as referenced in the conditions, "Applicant" shall apply to Swing Away Academy, owner, operator, and any and all future successors and/or assigns of the approved establishment.

4. Payment of Fees. The Applicant shall be responsible for payment of all applicable fees along with reimbursement for all City expenses in ensuring compliance with conditions. All fees and expenses shall be paid in full prior to issuance of a certificate of occupancy. Prior to issuance of applicable City approvals or permits, the applicant shall be fully responsible for reimbursing the City of Aliso Viejo for all expenses incurred to process the application and assure compliance with all conditions of approval.

5. Compliance with Conditions. The Applicant shall be fully responsible for knowing and complying with all conditions of approval, including making conditions known to City Staff for future governmental permits or actions on the project site. Failure to abide by and faithfully comply with any and all conditions attached to the granting of these permits may constitute grounds for revocation of the permit(s) in accordance with

AVMC Section 15.74.120. This Resolution and Conditions of Approval shall be incorporated into building plans to all applicable reviewing agencies or authorities.

6. Indemnification. To the fullest extent under the law and at its sole and absolute cost, the Owner/Developer, and Owner/Developer's successors, heirs, and assigns shall protect, defend with counsel reasonably acceptable to the City , indemnify, and hold harmless the City, its officials, officers, employees, consultants, subcontractors, agents, and representatives (collectively, "Indemnitees") from any and all claims, actions, or proceedings against Indemnitee(s) brought pursuant to the Planning and Zoning Law, the Subdivision Map Act, the California Environmental Quality Act, the federal Clean Water Act, the Porter Cologne Water Quality Control Act or any other law, permit or regulation in order to attack, set aside, void, annul, or seek to impose liability on the City for granting the approval granted by this Resolution, including, without limitation, any alleged act or omission by Indemnitee(s) related to County of Orange SP 93109 and/or any related parking agreements, conditions, or regulations, which action is brought for declaratory relief, injunctive relief, specific performance, or for any monetary claims (including, but not limited to, fines, fees, penalties, expert witness fees, attorneys' fees, and other related costs and expenses). This provision shall not be restricted to insurance proceeds, if any, received by the Owner/Developer or Indemnitee(s). Moreover, this provision shall survive any expiration, termination, or revocation of this approval or related approvals.

7. Compliance with Building Codes. Tenant improvements shall be submitted for review, approved and permits issued, and shall comply with standards, regulations and requirements of current editions of the California Building Code, California Plumbing Code and California Mechanical Code, California Electrical Code, including any local amendments adopted by the City of Aliso Viejo.

8. Compliance with Americans with Disabilities Act. Tenant improvements shall be submitted for review, approved and permits issued, and shall comply with standards, regulations and requirements of the Americans with Disabilities Act. At the discretion of the Building Official, the Applicant may be required to retain a Certified Access Specialist (CASp) to ensure compliance with applicable construction-related accessibility standards.

9. Orange County Fire Authority (OCFA). Prior to issuance of certificate of occupancy, all OCFA inspections shall be completed to the satisfaction of the OCFA inspector and be in substantial compliance with codes and standards applicable to the project and commensurate with the type of occupancy requested. Inspections shall be scheduled at least five days in advance by calling OCFA Inspection Scheduling at (714) 573-6150.

10. Hours of Operation. The hours of operation shall be limited to Monday through Friday from 3:00 p.m. – 9:00 p.m., and Saturday and Sunday from 7:00 a.m. – 9:00 p.m. Request to modify hours of operation shall be subject to review and approval by the Community Development Director.

11. Outdoor Activities Prohibited. Outdoor activity including training, storage of any merchandise, materials, or equipment outside the building shall be prohibited.

12. No Loitering. No loitering outside the tenant suite shall be allowed. Clients/guests shall remain inside while waiting for training/fitness sessions or to be picked up.

13. Amplified Entertainment. All amplified entertainment shall be confined indoors at all times. All amplified noise shall be set to a volume that cannot be heard outside the subject suite.

14. Noise. The use shall not generate noise that exceeds ambient noise levels established in AVMC Chapter 8.12. Doors shall remain closed during hours of operation. Furthermore, based on substantiated complaints or concerns, the Director may modify conditions relative to facility operations as deemed necessary.

15. Parking Spaces. All parking spaces onsite shall be made available for the parking of vehicles. If onsite parking is found to be inadequate, the Community Development Director may require, in his or her sole discretion, that the Applicant take action(s), including, without limitation, reduce operations or hours of operation at 6 Journey, Suite 100 so that the use will meet AVMC requirements and to ensure all necessary parking will be provided and maintained at all times.

16. Employee Offices. Offices shall be used for Swing Away Academy employees only. Modifications to the use of the office space shall require the review and approval of the Community Development Department.

17. Six-Month Review. This conditional use permit shall be reviewed six (6) months from the date of approval. The Director shall review the use to determine compliance with conditions of approval.

18. Adverse Impacts. In the event of adverse impacts on the health, safety, welfare, or working environments of the neighborhood or general public, or receipt of substantiated complaints directly related to the Applicant's operations, the Community Development Director shall investigate and, if significant adverse impacts directly related to the Applicant's business are found to exist, the Director or Chief of Police shall have the discretion to bring this Permit back to consider additional improvements and protective measures, additional conditions, amended conditions, or permit revocation. Modifications may include but not be limited to the restriction of operations that may include but not be limited to hours of operation.

19. CPTED. The Project shall be subject to the requirements of Title 15 Zoning Code, Appendix A Crime Prevention Through Environmental Design ("CPTED"). Based on the review and inspection of the Project, the Applicant shall make the required improvements and submit the necessary documentation showing compliance to the satisfaction of the City.

20. Security Cameras. Security cameras shall be installed per the satisfaction of the Director. The security camera footage shall be kept for at least 30 days and available to the Orange County Sheriff Department (OCSD) within 24 hours if such usage is necessary.

21. Signs. Signs shall be reviewed separately and is not part of the approval of this Project. Prior to any sign installation, the Applicant shall submit a Sign Permit Application to the Community Development Department for approval and a permit shall be issued by the Building Official. All proposed signage for the building shall be submitted to the City and processed pursuant to AVMC 15.34 standards and/or any applicable master sign program affecting the property.

22. CEQA Recordation Fee. Within 48 hours of approval of the project, the applicant shall deliver to the Community Development Department, a check payable to the Orange County Clerk-Recorder's Office in the amount of fifty dollars ($50.00) in order for the City to file the appropriate environmental documentation for the project. If within the 48-hour period the applicant has not delivered the check, the statute of limitations for any interested party to challenge the environmental determination under the provisions of the California Environmental Quality Act (CEQA) could be significantly lengthened.

PROJECT AND OPERATING DESCRIPTION ~ Swing Away Academy

Project Description

Swing Away Academy will be making minor changes to the location at 6 Journey Suite 100 in Aliso Viejo. The square footage of the Suite is 10,182. Most of these changes are temporary to the building and will not be permanent. The building changes will include updates to the flooring. We will install turf flooring in the warehouse and rubber flooring in one of the rooms on the second floor. This flooring is removable. The rest of the flooring will be vinyl plank. We will also be installing netting throughout the warehouse to protect the walls and create retractable batting cages. There will also be sound deadening measures installed as needed. This would be achieved with mass loaded vinyl being installed as needed to the interior of the building. We have included a separate document with details on the sound deadening measures. We will also be raising the light fixtures in the warehouse closer to the top of the ceiling. There will be no permanent construction or walls removed. There will also be no changes to the outside of the building.

Operating Description

Swing Away will operate 7-days a week. Hours of operation will be Monday through Friday 3 pm to 9 pm. Saturday and Sunday hours will vary between the hours of 7 am and 7 pm. We will be closed on most major holidays. The busiest hours of operation will be 5 pm to 8 pm on the weekdays, and weekends from 9 am to 1 pm. All services offered will be indoors. Services offered will include group lessons specializing in batting, pitching, catching, and conditioning. We will also offer private lessons from experts in baseball and softball. There will be batting cages that can be rented out by the hour. There will also be a small retail store in the facility buying and selling baseball equipment such as bats, gloves and cleats. There will be no outdoor activities. All operations will take place indoors.

The employee shifts will be as follows: One employee and two trainers will be present from 3 pm to 9 pm. On the weekends there will be one to three employees working depending on the weekend schedule. There will also be a manager who will be handling the scheduling, employee relations, client concerns and monitoring the facility and equipment.

The demographics of Swing Away will be mostly between the ages of 7 and 17. The clients will be dropped off by adults or we will allow some of the adults to stay as needed. There will be a parent

lounge available to those parents that need to stay at the facility during lessons. We anticipate 10-15 athletes to be present during normal operation hours. During the busiest times we anticipate the maximum number of athletes present to be 25.

Required Findings

1. Consistency with General Plan

• The Zoning is BP-1 allows a Family/Children Recreation Center with a Conditional Use Permit (CUP). Therefore, this project is consistent with the General Plan

2. Consistency with Zoning Code

• The Zoning is BP-1 which allows a Family/Children Recreation Center with a Conditional Use Permit (CUP). Therefore, this project is consistent with the Zoning Code

3. Compliance with CEQA

• This project involves a CUP which will allow the use of a Family/Children Recreation Center and this project qualifies for the CEQA exemption since we are not modifying the building or making any modifications to the building exterior. This would fall under 15301 Existing Facilities exemption.

4. Surrounding Uses

• This project is located within a commercial complex that is surrounded by other commercial facilities. Therefore, the approval of this application will not create conditions materially detrimental to the public health, safety, and general welfare or injurious to or incompatible with other properties or land uses in the vicinity.

Sound Deadening Measures

To assure comfortable training and learning environments, there are various means and methods that will be used to mitigate and minimize sound during training activities, such as:

- Multi-ply foam, 8mm rubber, and synthetic turf floor covering throughout the activity areas, wall-to-wall. This high density and multi-layer floor covering is beneficial and critical to simulating live surface play found in outdoor diamond-sports activities (i.e. baseball and softball). This floor covering doubles as an enormously large, (acoustical) sound absorbing and sound deadening component. Its sound absorbing properties are omnidirectional. Meaning sound that is direct or reflected from other surfaces are absorbed.

- Sound acoustical panel wall treatment panels. These sound acoustic and sound absorbing panels will be installed in specific locations and will be of varying dimensions and quantities throughout.

- Banners and signage. The banners, primarily used for advertising and inspiration, will also serve in creating non-symmetric and sound absorption surfaces. These will vary in dimensions and shapes from small- to medium- to large-scale.

- Layout / design. High-action and high-repetition activities have been design in the layout to take place within Suite 100 and surrounded on three sides by interior walls that are only within Suite 100 and approximately seventy feet from the closest shared demising wall between suites.

- Time of day / use. The sports training is youth focused which inherently is an activity that is outside of school activity. The industry and this business is in very large part from 5pm -9pm and on the weekends. This activity is significantly outside of the normal business hours of the adjacent tenants in this building.

- Existing interior gypsum drywall will be maintained. Materials and wall coverings that have high sound generation or reflectivity will not be used. Interior walls will be maintained to be a complete and free of holes which may otherwise allow sound to pass through the wall more easily.

- Existing exposed roofing / ceiling. The underside of roof of the building within the training center space is approximately 27-feet above the finished floor surface. Composed of low sound reflective material, wood, and its angles dissipate sound in its direction.

- Mesh netting and wind divider screen. Approximately 9,500 sq / ft of mesh netting and 210 lf of wind divider screen are used to control ball reaction from pitching and batting activities. This netting and divider screen are engineered to safely, quickly, and quietly absorb and dissipate the energy of a moving ball. This netting is installed in excess of two feet away from all interior and exterior walls to prevent all contact. The sound absorbing properties of this large surface area of netting and wind divider screen are unknown.

- Equipment. Most modern era youth bats are now comprised of composite materials, and some are of two-piece construction; along with other bats comprised of various alloys. This

dramatically reduces vibration and impact on the athlete. A natural byproduct of this is a greatly reduced sound level upon impact with a ball. Various high-density, mass loaded vinyl mats are used as backstops. These are primarily used to aid in an athlete's alignment training but efficiently double as acoustic panels.

Kimley»Horn

January 19, 2023

Ms. Joanna Garrett
SWING AWAY ACADEMY
6 Journey, Suite 100
Aliso Viejo, CA 92656

Subject: 6 Journey, Aliso Viejo – Swing Away Academy Parking Evaluation and Survey

Dear Ms. Garrett:

Kimley-Horn conducted a parking evaluation and survey of the business park at 6 Journey, Aliso Viejo, CA 92656, in support of Swing Away Academy's Conditional Use Permit application. The purpose of the evaluation and survey was to determine actual parking demand and usage at the 6 Journey business park, and how the addition of the Swing Away Academy would impact parking.

ALISO VIEJO MUNICIPAL CODE REQUIRMENTS

The 17-suite business park is located at 6 Journey, Aliso Viejo, CA. The business park is zoned as Business Park 1 (BP-1) with a Business Park/Professional Office land use designation. Aliso Viejo's municipal code for BP-1 reads "…examples of permitted uses include research and development, limited service and retail commercial, offices, and community facilities." (Aliso Viejo Municipal Code, Chapter 15.18.010.b.5). Swing Away Academy is a considered a Public, Recreation and Assembly use that is conditionally permitted in BP-1 zoning (Aliso Viejo Municipal code, Table 15.18.020).

The Swing Away Academy is a family/children recreation use with batting cages. Per the city's code, a parking ratio of 1 space per every 4 guests based on maximum capacity is required. Bus and drop-off parking is not required with the proposed use (Aliso Viejo Municipal code, Table 15.38.040). The anticipated average demand throughout the day will be 10-15 athletes/guests, with a maximum number of 25 athletes/guests present at any one time. Based on the peak guest attendance, a total of 7 parking spaces would be required (6.25 spaces rounded up). Swing Away Academy will generate less parking than the originally planned office use (general and professional). If the 10,182 square foot suite was occupied by an office use, the facility would require 34 parking spaces (33.94 spaces rounded up) (Aliso Viejo Municipal code, Table 15.38.040).

METHODOLOGY

Kimley-Horn staff verified the number of parking spaces provided on-site through an in-person count. Parking counts were recorded by Kimley-Horn staff on both the workday and weekend to capture representative parking usage. Counters noted vehicles that were parked for multiple hours. Counts were captured and recorded hourly at the below times and dates:

- Wednesday, January 11, 2023- 5pm to 9pm
- Thursday, January 12, 2023- 8am to 12pm
- Saturday, January 14, 2023- 9am-3pm

PARKING SUPPLY AND INVENTORY

The 6 Journey business park is 60,144 gross square feet with 203 total parking spaces within the property's boundaries. There are 6 handicapped spaces available within the business park. Alley parking spots are not included in the 203 available spaces.

The attached parking summary was based on a "Health club" use for Suite 100. Based on review of the Code, Kimley-Horn believes Swing Away Academy is best described as a family/children recreation use with batting cages under the Public, Recreation and Assembly use category. As a family/children recreation use with batting cages, Swing Away Academy requires 7 parking spaces in accordance with the current zoning code.

PARKING SURVEY

Observed parking demand was below the supplied 203 spaces. Parking occupancy varied between 15.8% to 22.7% on weekdays. Weekend occupancy was lower, ranging between 10.9% and 15.3%. The number of parking durations less than one hour were small, suggesting parking demand is largely driven by employees rather than business patrons during the workweek. Notably, the hourly turnover rate exceeded 70% on Saturday morning. This turnover was driven by the CrossFit gym and karate facility. Saturday afternoon turnover was similar to the weekday observations. See attached parking worksheets for hourly parking counts.

	Weekday (5pm-9pm)	Weekday (8am-12pm)	Saturday (9am-12pm)	Saturday (12pm-3pm)
Parking Inventory	203 spaces			
Average Occupied Spaces	32 vehicles	46 vehicles	31 vehicles	22 vehicles
Average Available Spaces	171 spaces	157 spaces	172 spaces	181 spaces
Occupancy Rate	15.8%	22.7%	15.3%	10.9%
Turnover Rate (<1 hour onsite)	17.0%	36.5%	72.7%	32.7%

CONCULSION

Parking supply is significantly greater than parking demand at the 6 Journey business park on weekends and weekdays. The parking supply also meets the City's zoning code requirements for the proposed use. Therefore, since existing parking supply is adequate to meet the needs of Swing Away Academy and other tenants of the business park, **it is requested that the existing parking supply be considered adequate as pertains to the application for a Conditional Use permit.**

Sincerely,

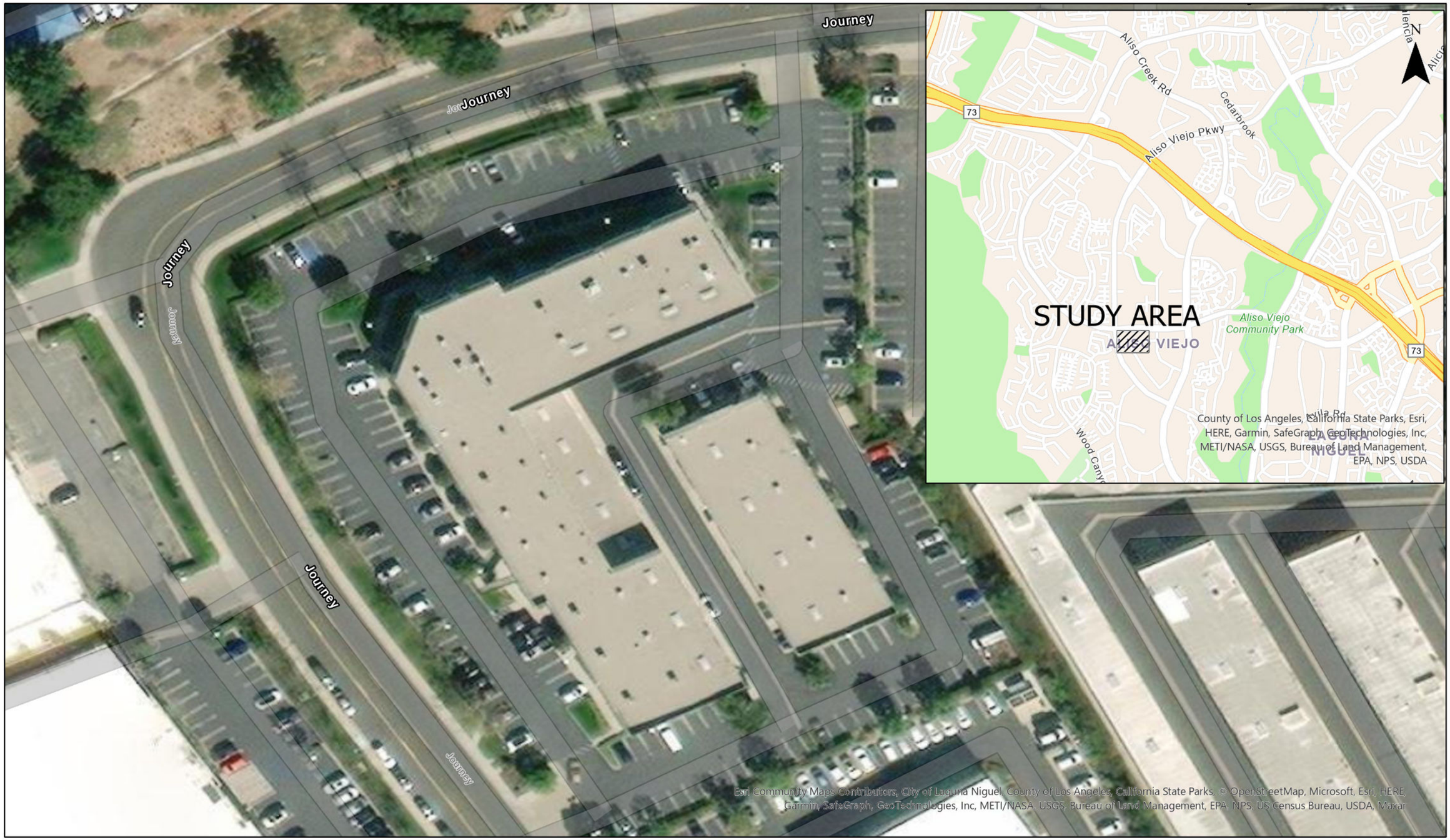
Pranesh Tarikere, P.E.

Sincerely,

Elizabeth Cobb

Elizabeth Cobb

Attachments: Swing Away Academy- Parking Study Area Exhibit
Parking Summary, December 5, 2022
Aliso Viejo Parking Study Worksheets



Not-to-scale

Kimley»Horn

Swing Away Academy- Parking Study Area
6 Journey, Aliso Viejo, CA
FIGURE 1
January 19, 2023

Journey Business Park
6 Journey, Aliso Viejo
Parking Summary 12/5/22 by Terry Strom
(edited 2/27/23 by Damian Arnaiz)

Tenant	Suite	Square Footage	Type of Business	City Offstreet Parking Requriement		Sq. Ft. Per Parking Space	Required Parking Spaces
				Category	Parking Spaces/Sq. Ft.		
Swing Away Academy, LLC	100	10,182	Sports Training	Family/children entertainment centers, batting cage	1 space/4 guests	-	6.25
Cianna Medical	115	10,744	Medical Devices	Office uses, general and professional	1 space/250 Sq. Ft.	250	43.91
Katie Wagner Social Media	140	1,932	Social Media	Office uses, general and professional	1 space/250 Sq. Ft.	250	7.73
Platinum Medical Spa	145	1,932	Wellness Spa	Beauty, nail, tanning and similar salons	1 space/150 Sq. Ft.	150	12.88
Dr. Abello	150	1,932	Dental Office	Office uses, outpatient medical uses	1 space/200 Sq. Ft.	200	9.66
Infinite Beauty	155	1,932	Eyelash Salon	Beauty, nail, tanning and similar salons	1 space/150 Sq. Ft.	150	12.88
Premier Aquatics	160	3,432	Safety Training	Office uses, general and professional	1 space/250 Sq. Ft.	250	13.728
MacKenzie Corp	165	3,396	Marketing Company	Office uses, general and professional	1 space/250 Sq. Ft.	250	13.58
Convergence	170	4,519	Ticketing Systems	Office uses, general and professional	1 space/250 Sq. Ft.	250	18.08
Siemens	200	4,728	Medical Devices	Office uses, general and professional	1 space/250 Sq. Ft.	250	18.91
Vacant	240	2,128	Complex Parking Ratio	Office uses, general and professional	1 space/250 Sq. Ft.	250	8.52
Vacant	250	1,125	Complex Parking Ratio	Office uses, general and professional	1 space/250 Sq. Ft.	250	4.50
Darcorp	260	1,125	Investments	Office uses, general and professional	1 space/250 Sq. Ft.	250	4.50
Secure Live Scan	270	1,117	Fingerprinting	Miscellaneous small-scale services	1 space/300 Sq. Ft.	300	3.72
Aliso Cross Fit	300	2,504	Gym	Health clubs (all floor area sizes)	1 space/150 Sq. Ft.	150	16.69
Partners Art & Framing	325	5,008	Art Framing	Miscellaneous small-scale services	1 space/300 Sq. Ft.	300	16.69
Navika USA	375	2,408	Promotional Item Sales	Office uses, general and professional	1 space/250 Sq. Ft.	250	9.63
Total Square Feet of Complex		60,144			Total Required Parking Spaces		221.858

Total Parking Provided 203.00

Complex Parking Ratio = 60,144 Sq. Ft./203 parking spaces = 296.27 (300 sq. ft/parking space)

Aliso Viejo Parking Study

Location: 6 Journey, Aliso Viejo, 92656
Observer: Jackie Tran
Date: Saturday 1/14/23
Time: 3PM
Sheet 4 of 4

Instructions: Record the number of cars parked in an authorized parking space, as well as those not parked in a space, by entering the first three digits of the license plate in a single box in the matrix below. If the same vehicle is parked when the next count is taken, make note by entering the first three digits of the plate number and an "X" (ex. ABC X)

5UY X
6FV X
C84 X
6JX
9AY X
9CU X
9AX X
8MM X
8SA X
951 X
8PX* X
9C0* X
CKZ

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10:00 AM

8YE	9D2	6DK	7HH
CKZ	8YZ	8VG	9BK
8VP	9512	6JX	9AE
8CR	9AY	9CH	9AM
8TQ	7BQ	9AY	8GW
8ZZ	CJ4	8MM	
8LQ	8WXH451	M05	
8JB	8WXH450	057	
8VP		9CY	
	728	098	
	9515		

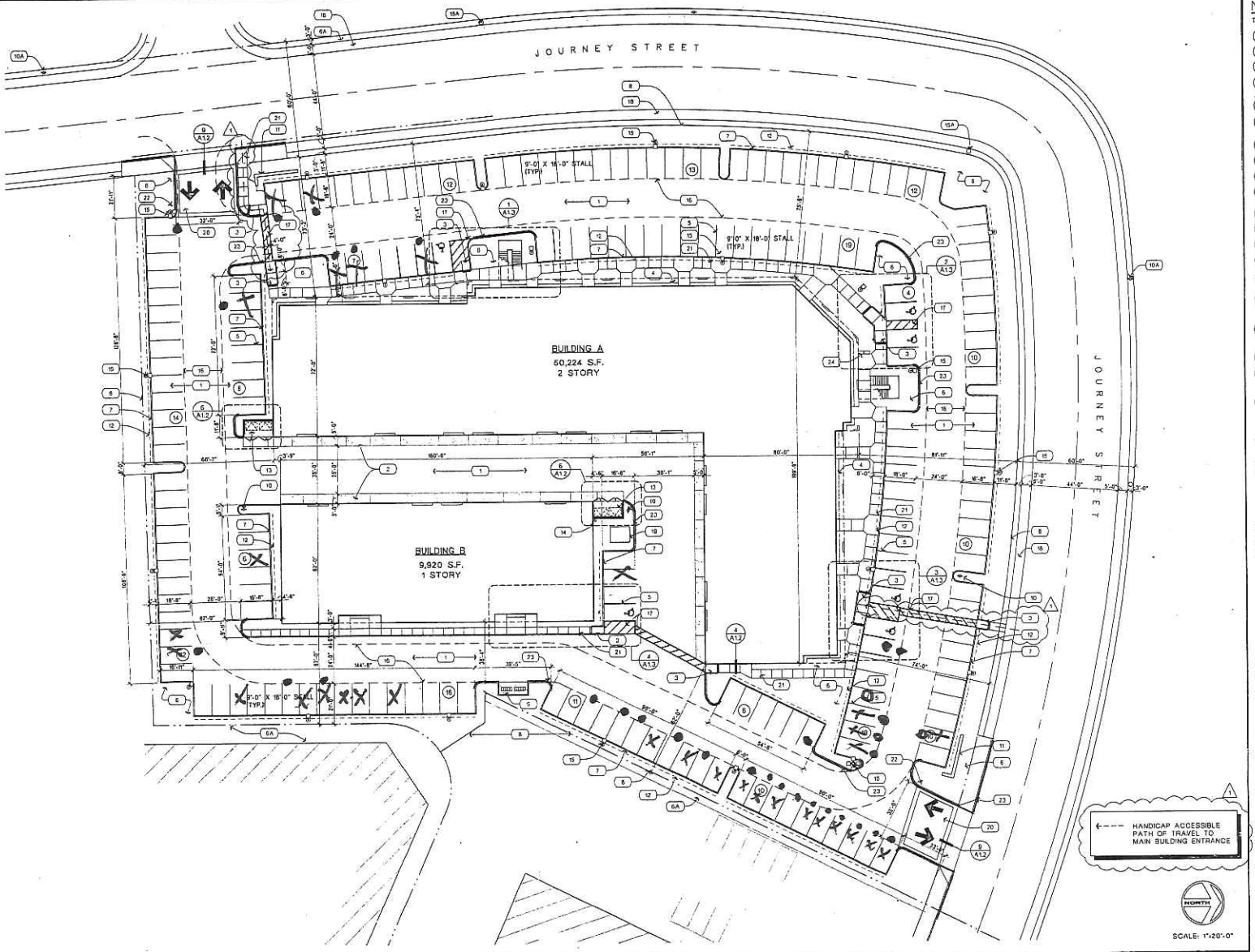
34

Total Parked Cars Counted: _____

11 AM

R17	951
6BA	8HZ
8WX450	9DX
8WX451	728
CJ4	439
7BQ	8GW
8YE	7HH
CKZ	9CY
7RB	8MM
8CR	9CV
8VM	9A4
8SC	6JX
8RR	8VG
8LQ	9CH
8 6B	6DK
8JB	
8VP	
TVV	

33



SITE PLAN 1

NOTES

THIS NOTE LIST APPLIES ONLY TO SHEET A1.1

1. A/C PAVING - SEE CIVIL DRAWINGS
2. CONCRETE PAVING - SEE CIVIL DRAWINGS.
3. CONCRETE CURB RAMP
4. SMOOTH PEBBLES W/ REDWOOD MOWSTRIP SEE LANDSCAPE DRAWINGS
5. PAINTED STRIPING - 4" WIDE TYPICAL
6. LANDSCAPING - SEE LANDSCAPE DRWGS. (EXISTING AT "6A")
7. CONCRETE CURB - SEE CIVIL DRAWINGS.
8. PROPERTY LINE - SEE CIVIL DRAWINGS.
9. CONCRETE SLAB AND BICYCLE RACKS
10. FIRE HYDRANT - SEE FIRE PROTECTION DRAWINGS. (EXISTING AT "10A")
11. MONUMENT SIGN (N.I.C.)
12. 2'-0" BUMPER OVERRIDE TYPICAL
13. TRASH ENCLOSURE
14. FIRE SPRINKLER RISER - SEE F.P. PLANS
15. LIGHT POLE - SEE ELECTRICAL DRAWING (EXISTING AT "15A")
16. FIRE LANE MINIMUM 20'-0" WIDE WITH 17'-0" INSIDE TURNING RADIUS AND 38'-0" OUTSIDE TURNING RADIUS
17. YELLOW PAINTED STRIPING TO DESIGNATE ACCESSIBLE PATH OF TRAVEL
18. EXISTING SIDEWALK
19. SCE TRANSFORMER WITH 8'-0 X 10'-0" SCE CONCRETE SLAB BOX - SEE ELECTRICAL DRAWINGS.
20. DRIVEWAY - CONCRETE FEATURE PAVING. INTERLOCKING CONCRETE PAVERS WITH CONCRETE EDGE BAND - SEE CIVIL DRAWINGS.
21. WALKWAY - CONCRETE PAVING, MEDIUM BROOM FINISH WITH SOFT CUT JOINTS
22. SIGN - SEE DETAIL NO. 5/A1.2 THE SIGN SHALL BE SECURELY MOUNTED FACING THE DIRECTION OF TRAVEL AND CLEARLY VISIBLE TO ONCOMING TRAFFIC ENTERING THE DESIGNATED AREA. SIGNS SHALL BE OF DURABLE MATERIAL AND INSTALLED PER GUIDELINES FOR SIGN MOUNTING.
23. CURB PAINTED OSHA SAFETY RED - SEE DETAIL 15/A1.2
24. MAILBOXES - SEE DETAIL 16/A1.2

GENERAL NOTES

THIS NOTE LIST APPLIES ONLY TO SHEET A1.1

A. ALL DIMENSIONS ARE TO FACE OF CONCRETE WALL, FACE OF CONCRETE CURB, PROPERTY LINE OR CENTERLINE OF PARKING STALL STRIPING, U.N.O.

B. PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDING - SEE CIVIL DRAWINGS.

C. FOR SITE GRADING, PAVING, STRIPING, DRAINAGE UTILITIES, AND HORIZONTAL CONTROL DIMENSIONS, SEE CIVIL DRAWINGS.

D. SEE CIVIL DRAWINGS FOR POINT OF CONNECTIONS TO OFF-SITE UTILITES. CONTRACTOR TO VERIFY ACTUAL UTILITY LOCATIONS.

E. CONCRETE WALKS SHALL RECEIVE EXPANSION JOINTS AT 30'-0" O.C. MAX., AND CONTROL JOINTS AT 5'-0" O.C. BETWEEN EXPANSION JOINTS, U.N.O.

F. SEE LANDSCAPE DRAWINGS FOR PLANTING AND IRRIGATION.

G. CONTRACTOR IS TO REMOVE AND DISPOSE OF ALL EXISTING TREES, SHRUBS, PLANTS, ETC. UNLESS NOTED OTHERWISE ON LANDSCAPE DRAWINGS.

PARKING SUMMARY

A. PROJECT SQUARE FOOTAGE: 60,144 S.F.

	1st FL.	2nd FL./MEZZ.	TOTAL
BUILDING A	31,296	18,928	50,224
BUILDING B	9,920	-	9,920
TOTAL	41,216 SF	18,928 SF	60,144

B. PARKING SPACE TABULATION:

63% OFFICE:	37,891/250 =	152 SPACES
34% MANUFACTURE:	20,449/500 =	41 SPACES
3% WAREHOUSE:	1,804/1,000 =	2 SPACES
TOTAL PARKING SPACES REQUIRED :		195 SPACES

C. ADA ACCESSIBLE (U.B.C. TABLE A-11-A)

ADA AUTOMOBILE ACCESSIBLE	5 SPACES
ADA VAN ACCESSIBLE	1 SPACE
GRAND TOTAL REQUIRED	6 SPACES

NOTE: ALL ADA ACCESSIBLE PARKING SPACES ARE TO BE IDENTIFIED BY REQUIRED STRIPING AND SIGNAGE

D. PARKING SPACE DISTRIBUTION:

STANDARD : 9'-0" x 18'-0"	: 197 SPACES
ADA AUTOMOBILE ACCESS : 14'-0" x 18'-0"	: 5 SPACES
ADA VAN ACCESS : 17'-0" x 18'-0"	: 1 SPACES
TOTAL PARKING SPACES PROVIDED :	203 SPACES

LICENSED ARCHITECT — JUL 31 1998 — STATE OF CALIFORNIA

No.	Revision	Date
A1	PLAN CHECK CORR.	6/26/98

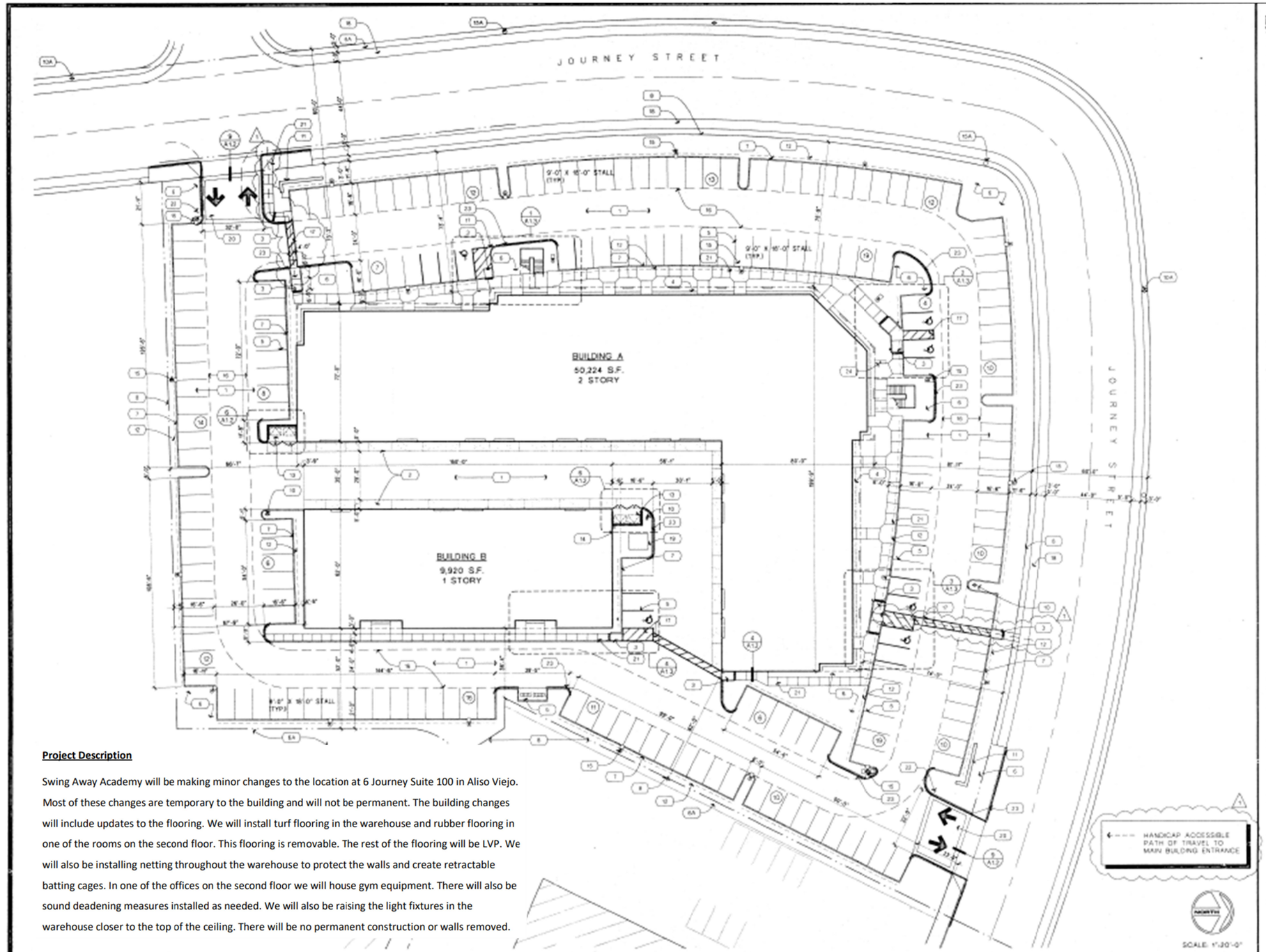
SITE PLAN

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JOURNEY BUSINESS PARK
ALISO VIEJO, CALIFORNIA

LEE & SAKAHARA ARCHITECTS AIA
ARCHITECTURE PLANNING INTERIORS
100 Pacifica, Suite 350, Irvine, CA 92618 (714) 453-0100 FAX (714) 453-0114

Date: 3/30/98
Drawn: TDH/SG
Project No.: 9707B
Sheet No.: A1.1
of



NOTES

THIS NOTE LIST APPLIES ONLY TO SHEET A1.1

1. A/C PAVING - SEE CIVIL DRAWINGS
2. CONCRETE PAVING - SEE CIVIL DRAWINGS
3. CONCRETE CURB RAMP
4. SMOOTH PEBBLES W/ REDWOOD MOWSTRIP SEE LANDSCAPE DRAWINGS
5. PAINTED STRIPING - 4" WIDE TYPICAL
6. LANDSCAPING - SEE LANDSCAPE DRWGS. (EXISTING AT "6A")
7. CONCRETE CURB - SEE CIVIL DRAWINGS
8. PROPERTY LINE - SEE CIVIL DRAWINGS.
9. CONCRETE SLAB AND BICYCLE RACKS
10. FIRE HYDRANT - SEE FIRE PROTECTION DRAWINGS. (EXISTING AT "10A")
11. MONUMENT SIGN (N.I.C.)
12. 2'-0" BUMPER OVERRIDE TYPICAL
13. TRASH ENCLOSURE
14. FIRE SPRINKLER RISER - SEE F.P. PLANS
15. LIGHT POLE - SEE ELECTRICAL DRAWING (EXISTING AT "15A")
16. FIRE LANE MINIMUM 20'-0" WIDE WITH 17'-0" INSIDE TURNING RADIUS AND 38'-0" OUTSIDE TURNING RADIUS
17. YELLOW PAINTED STRIPING TO DESIGNATE ACCESSIBLE PATH OF TRAVEL
18. EXISTING SIDEWALK
19. SCE TRANSFORMER WITH 8'-0 X 10'-0" SCE CONCRETE SLAB BOX - SEE ELECTRICAL DRAWINGS.
20. DRIVEWAY - CONCRETE FEATURE PAVING INTERLOCKING CONCRETE PAVERS WITH CONCRETE EDGE BAND - SEE CIVIL DRAWINGS.
21. WALKWAY - CONCRETE PAVING, MEDIUM BROOM FINISH WITH SOFT CUT JOINTS
22. SIGN - SEE DETAIL NO. 8/A12 THE SIGN SHALL BE SECURELY MOUNTED FACING THE DIRECTION OF TRAVEL AND CLEARLY VISIBLE TO ONCOMING TRAFFIC ENTERING THE DESIGNATED AREA. SIGNS SHALL BE OF DURABLE MATERIAL AND INSTALLED PER GUIDELINES FOR SIGN MOUNTING.
23. CURB PAINTED OSHA SAFETY RED - SEE DETAIL 15/A12
24. MAILBOXES - SEE DETAIL 16/A12

GENERAL NOTES

THIS NOTE LIST APPLIES ONLY TO SHEET A1.1

A. ALL DIMENSIONS ARE TO FACE OF CONCRETE WALL, FACE OF CONCRETE CURB, PROPERTY LINE OR CENTERLINE OF PARKING STALL STRIPING, U.N.O.

B. PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDING - SEE CIVIL DRAWINGS.

C. FOR SITE GRADING, PAVING, STRIPING, DRAINAGE UTILITIES, AND HORIZONTAL CONTROL DIMENSIONS, SEE CIVIL DRAWINGS.

D. SEE CIVIL DRAWINGS FOR POINT OF CONNECTIONS TO OFF-SITE UTILITIES. CONTRACTOR TO VERIFY ACTUAL UTILITY LOCATIONS.

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F. SEE LANDSCAPE DRAWINGS FOR PLANTING AND IRRIGATION.

G. CONTRACTOR IS TO REMOVE AND DISPOSE OF ALL EXISTING TREES, SHRUBS, PLANTS, ETC. UNLESS NOTED OTHERWISE ON LANDSCAPE DRAWINGS.

Project Description

Swing Away Academy will be making minor changes to the location at 6 Journey Suite 100 in Aliso Viejo. Most of these changes are temporary to the building and will not be permanent. The building changes will include updates to the flooring. We will install turf flooring in the warehouse and rubber flooring in one of the rooms on the second floor. This flooring is removable. The rest of the flooring will be LVP. We will also be installing netting throughout the warehouse to protect the walls and create retractable batting cages. In one of the offices on the second floor we will house gym equipment. There will also be sound deadening measures installed as needed. We will also be raising the light fixtures in the warehouse closer to the top of the ceiling. There will be no permanent construction or walls removed.

SITE PLAN 1

PARKING SUMMARY

A. PROJECT SQUARE FOOTAGE: 60,144 S.F.

	1st FL.	2nd FL./MEZZ.	TOTAL
BUILDING A	31,298	18,928	50,224
BUILDING B	9,920	-	9,920
TOTAL	41,218 SF	18,928 SF	60,144

B. PARKING SPACE TABULATION:

USE	TOTAL SQ. FT.	PARKING RATIO	REQUIRED PARKING SPACES
OFFICE, GENERAL	15,537	1/250	129.4
OFFICE, MEDICAL	1,932	1/200	9.7
HEALTH CLUB/GYM	2,504	1/150	19.6
BEAUTY SALON	3,864	1/150	25.8
MISC. SMALL-SCALE SERVICES	6,125	1/300	20.4
PUBLIC, RECREATION AND ASSEMBLY USE	10,182	1/4 GUESTS	7.6
	60,144	TOTAL PARKING SPACES REQUIRED:	231.8

C. ADA ACCESSIBLE (U.B.C. TABLE A-11-A)

ADA AUTOMOBILE ACCESSIBLE	5 SPACES
ADA VAN ACCESSIBLE	1 SPACE
GRAND TOTAL REQUIRED	6 SPACES

NOTE: ALL ADA ACCESSIBLE PARKING SPACES ARE TO BE IDENTIFIED BY PAINTED STRIPING AND SIGNAGE.

D. PARKING SPACE DISTRIBUTION:

STANDARD 9'-0" x 18'-0"	197 SPACES
ADA AUTOMOBILE ACCESS. 14'-0" x 18'-0"	5 SPACES
ADA VAN ACCESS 17'-0" x 18'-0"	1 SPACES
TOTAL PARKING SPACES PROVIDED	203 SPACES

JUL 31 2015

PLAN CHECK COMM. 6/26/15

No.	Author	Date
1		

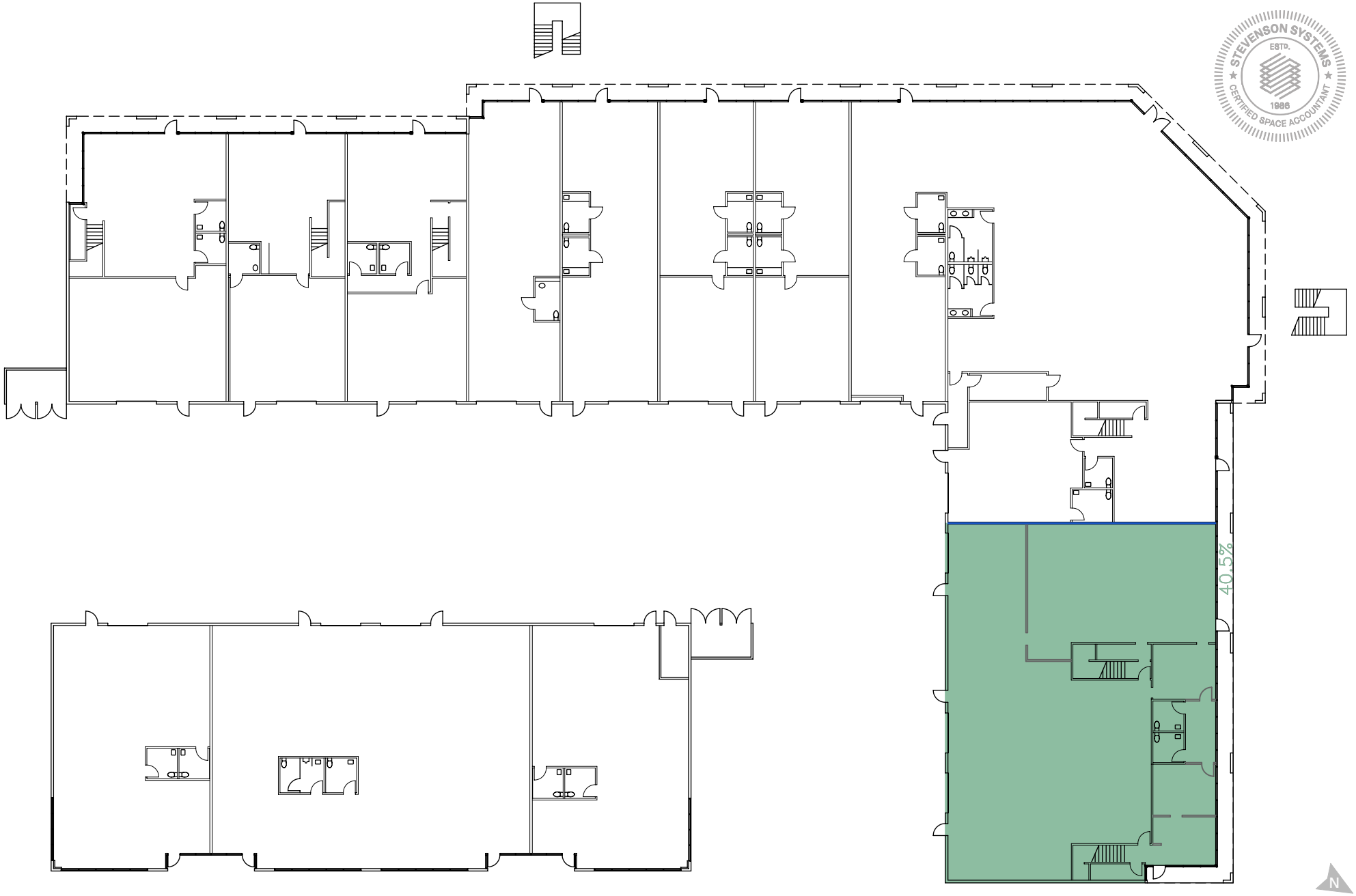
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SITE PLAN

JOURNEY BUSINESS PARK
ALISO VIEJO, CALIFORNIA

LEE & SAKAHARA ARCHITECTS AIA
ARCHITECTURE PLANNING INTERIORS
20 Pacifica, Suite 375, Irvine, CA 92618
949.474.1960 Fax 949.474.1969

Date: 5/30/15
Drawn: TDH/SQZ
Project: 14/018
Sheet No.
A1.1
of



2.12.20

Floor

1A

6 Journey

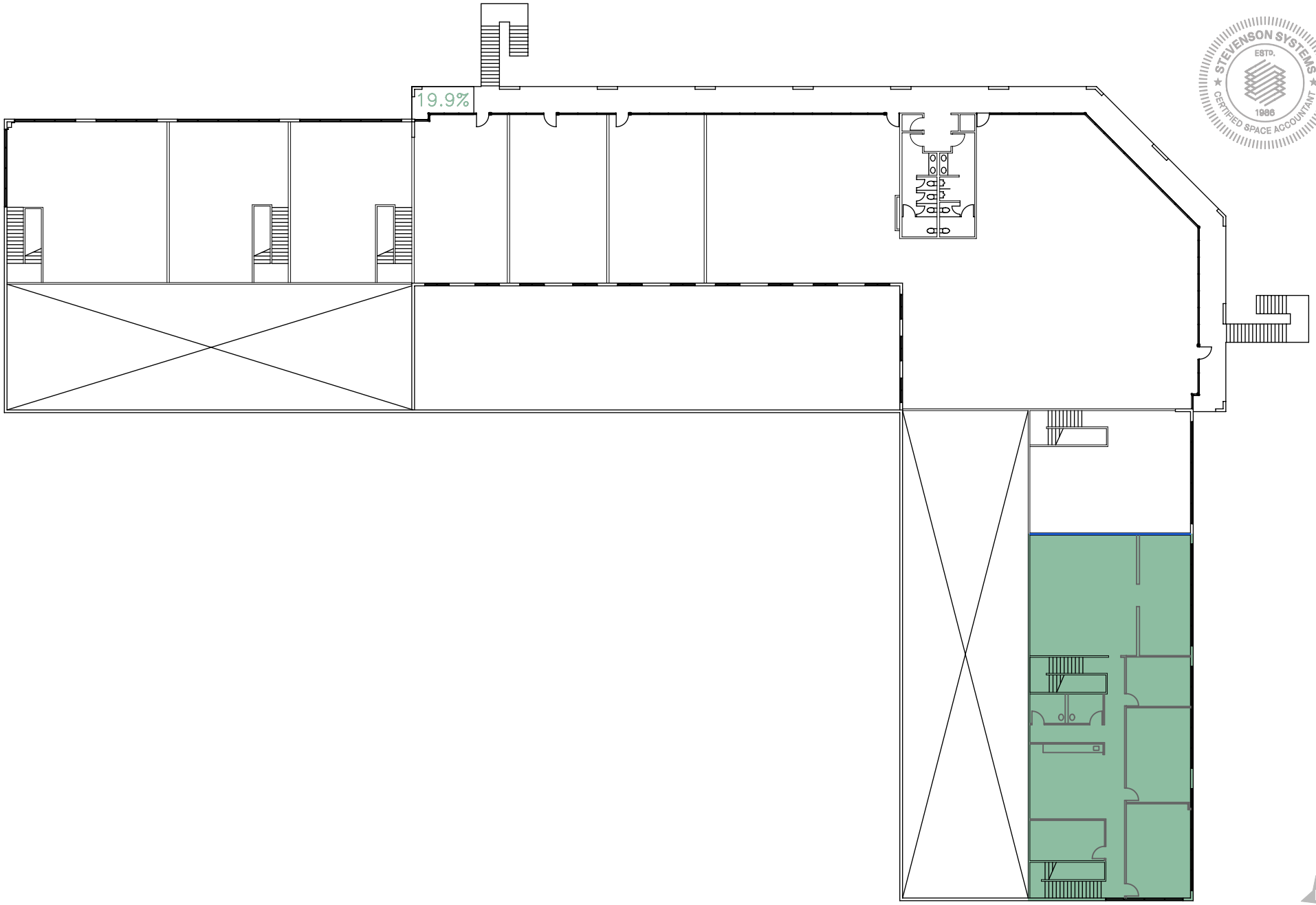
6 Journey
Aliso Viejo, CA 92656

Report ID 1

Suite 100

ID	Suite USF	Corr. Ext	Total USF	RSF	Leased RSF	LED
1A-11	6,006.14	245.00	6,251.14	6,542.45		

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2.12.20

Floor
2A

6 Journey

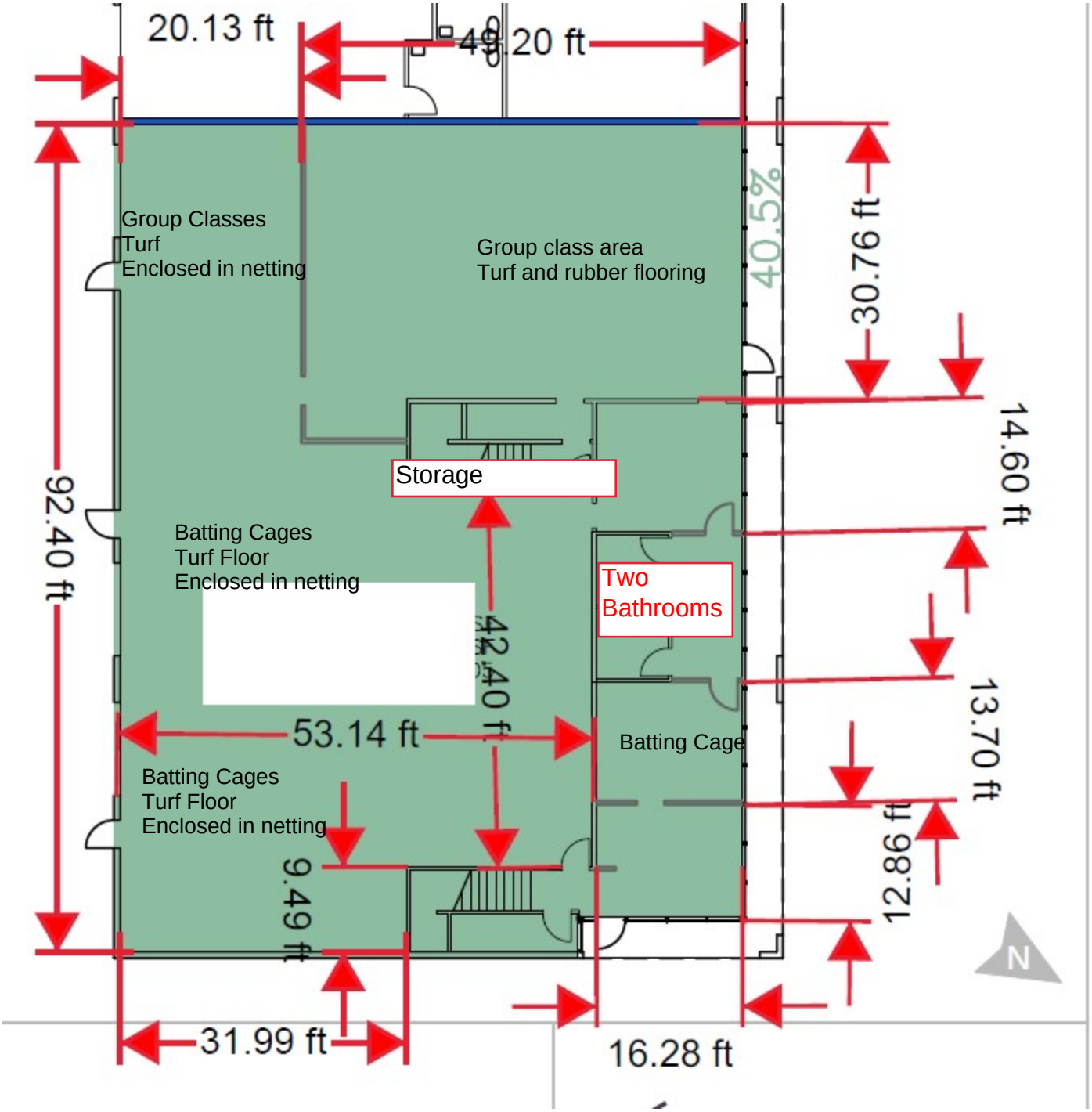
6 Journey
Aliso Viejo, CA 92656

Report ID 1

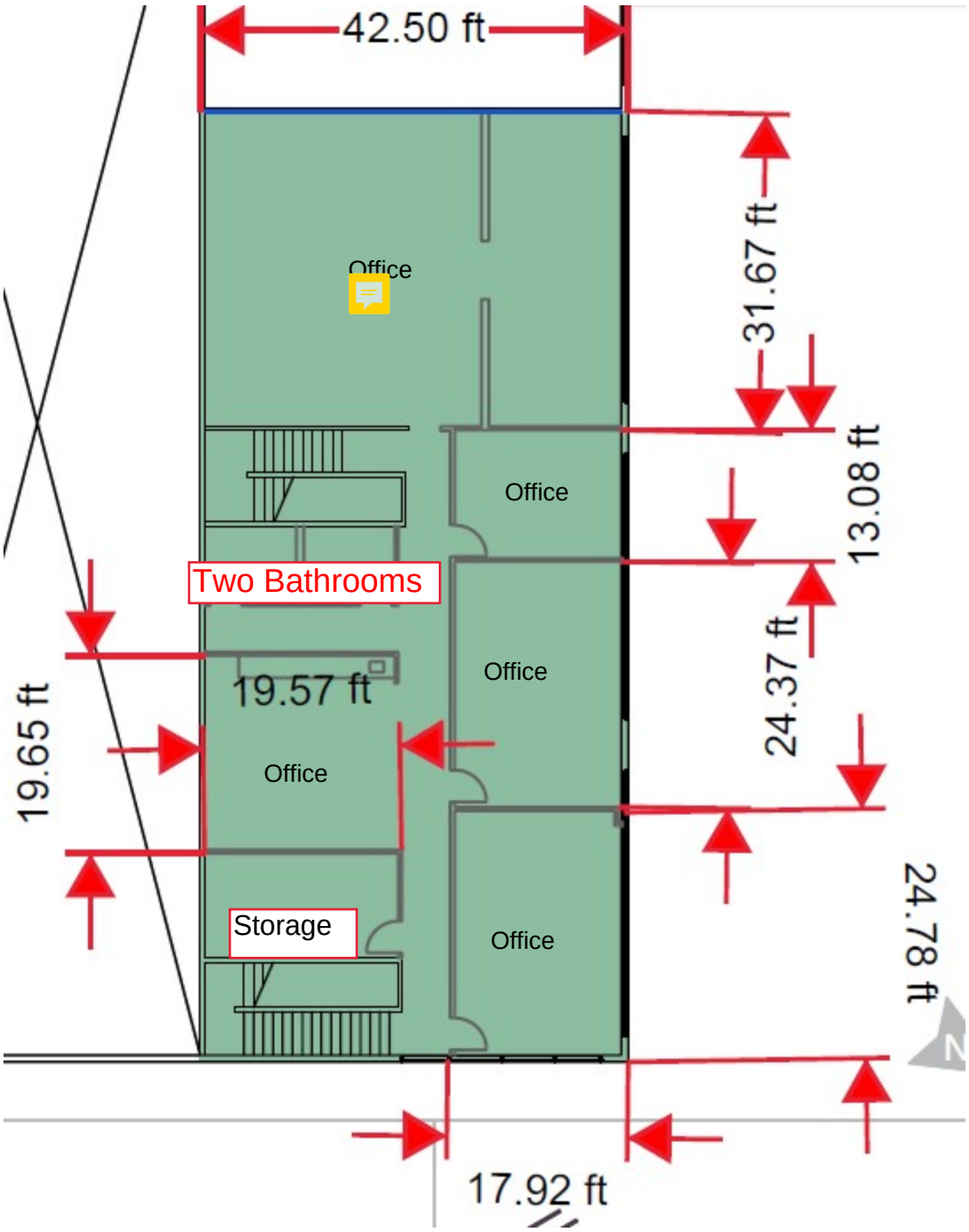
Suite 100

ID	Suite USF	Corr. Ext	Total USF	RSF	Leased RSF	LED
2A-09	3,643.31	22.26	3,665.57	3,836.39		

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20.13 ft
49.20 ft
Group Classes
Turf
Enclosed in netting
Group class area
Turf and rubber flooring
40.5%
30.76 ft
14.60 ft
92.40 ft
Storage
Batting Cages
Turf Floor
Enclosed in netting
Two
Bathrooms
42.40 ft
53.14 ft
Batting Cage
13.70 ft
Batting Cages
Turf Floor
Enclosed in netting
12.86 ft
9.49 ft
N
31.99 ft
16.28 ft

Floor One


42.50 ft
31.67 ft
13.08 ft
24.37 ft
24.78 ft
19.65 ft
19.57 ft
17.92 ft
Office
Office
Office
Office
Office
Two Bathrooms
Storage

Floor Two

ALISO VIEJO

Swing Away Academy

6 Journey, Suite 100

USE-2022-00011 – Conditional Use Permit and Exception Permit

City Council

April 5, 2023

6 Journey – Building and Site Summary

Property Information	
Total Building Square Footage	60,144
Square Footage of Suite	10,182
Existing Site Size	3 acres
Existing Conditions	Two existing buildings and associated parking lot (Journey Business Park)
Zoning Designation	Business Park-1 (BP-1)
General Plan Designation	Business Park (BP)

	Adjacent Land Uses	Zoning
North	Medical Offices	Professional Office (PO)
South	City Hall	Business Park 1 (BP-1)
East	Gymnastics, Dance and Martial Arts Training Centers	Business Park-1 (BP-1)
West	Webb's Distillery, Ice Rink	Business Park-1 (BP-1)

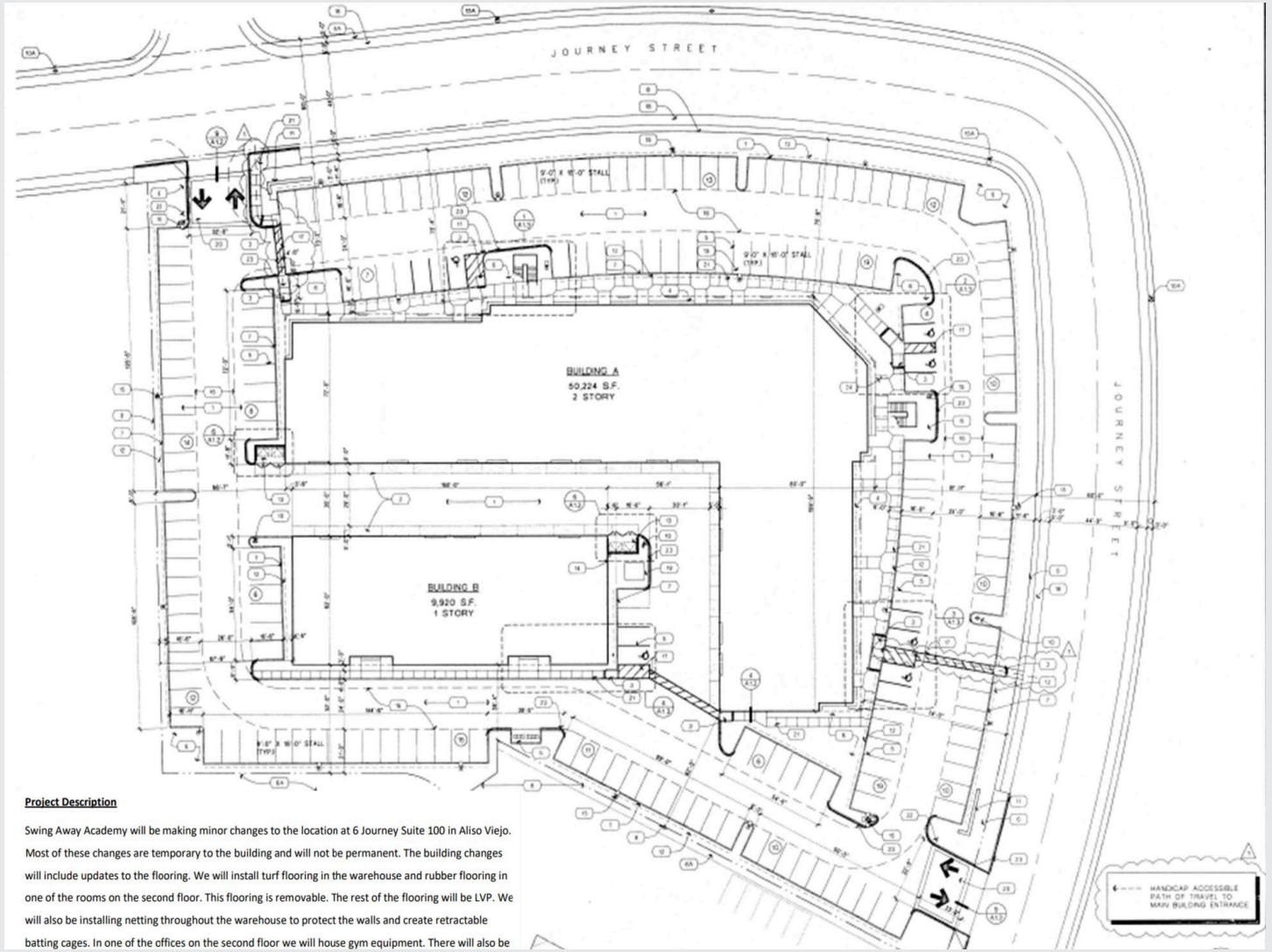


Proposed Business Operations

Operation includes:

- One-on-one and group training for batting, catching, pitching and conditioning
- Occasional Birthday parties
- Limited retail sales of baseball equipment
- Hours of operation: Monday through Friday from 3 p.m. to 9 p.m.
  Weekends from 7 a.m. to 7 p.m.
- By appointment only

Site Plan

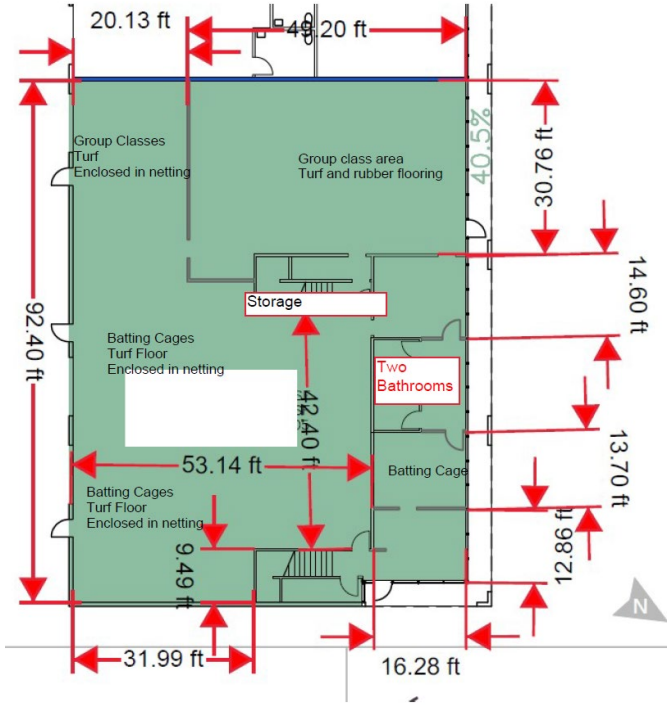


Project Description

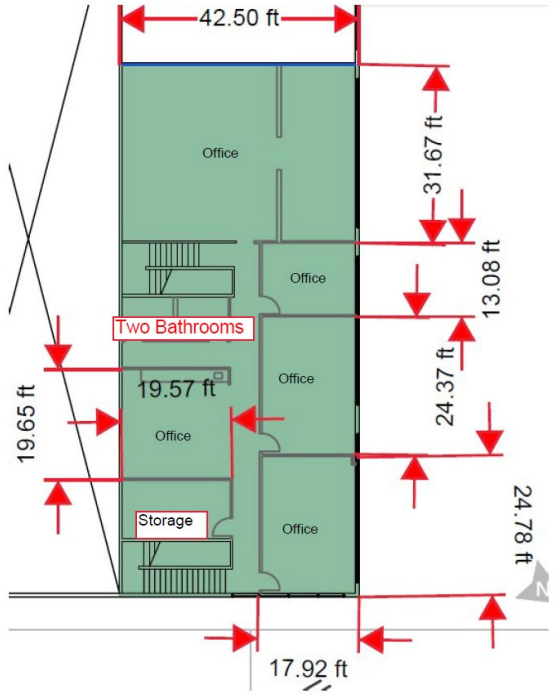
Swing Away Academy will be making minor changes to the location at 6 Journey Suite 100 in Aliso Viejo. Most of these changes are temporary to the building and will not be permanent. The building changes will include updates to the flooring. We will install turf flooring in the warehouse and rubber flooring in one of the rooms on the second floor. This flooring is removable. The rest of the flooring will be LVP. We will also be installing netting throughout the warehouse to protect the walls and create retractable batting cages. In one of the offices on the second floor we will house gym equipment. There will also be

ALISO VIEJO

Floor Plan



1st Floor



2nd Floor

Journey Business Park Parking

- Parking spaces required: 222
- Parking spaces currently onsite: 203 (9% deficit)
- AVMC Section 15.74.070 allows a reduction in the required number of parking spaces of up to 15% with approval of an exception permit
- Parking evaluation and survey conducted for the project site
  - Indicated that the parking demand was below the 203 parking spaces provided
  - Peak average was 46 vehicles
  - Project's hours of operation are primarily outside of the general office hours of adjacent tenants

Staff Recommendation to City Council:

1. Open and conduct a public hearing;

2. Find that the request is exempt from the California Environmental Quality Act pursuant to State CEQA Guidelines Sections 15301 (Existing Facilities); and

3. Adopt a Resolution approving Conditional Use Permit and Exception Permit to establish a batting cage facility with reduced parking by 19 spaces at 6 Journey, Suite 100 (USE-2022-00011).

City of Aliso Viejo
AGENDA ITEM

DATE: April 5, 2023

TO: Mayor and City Council

FROM: So Kim, Community Development Director
Rose Rivera, Senior Planner

SUBJECT: APPROVAL OF A THIRD AMENDMENT TO THE FY 2020-2021 ANNUAL ACTION PLAN FOR THE PROPOSED USE OF COMMUNITY DEVELOPMENT BLOCK GRANT - CORONAVIRUS (CDBG-CV) FUNDS

Recommended Actions:

1. Conduct a public hearing;

2. Declare the City Council finds the Third Amendment to the FY 2020-2021 Annual Action Plan is not subject to the California Environmental Quality Act ("CEQA") as the activity is not a project defined in Section 15378(b)(5) of the state CEQA Guidelines;

3. Approve and adopt the Third Amendment to the FY 2020-2021 Annual Action Plan for the use of Community Development Block Grant-Coronavirus ("CDBG-CV") funds (Attachment 1); and

4. Authorize the City Manager to submit the Third Amendment to the FY 2020-2021 Annual Action Plan to the U.S. Department of Housing and Urban Development ("HUD") and to execute the HUD contract and authorize the City Manager to submit all related documents with the implementation of the Action Plan Substantial Amendment.

Fiscal Impact:

This agenda item would reallocate $115,000 of previously awarded CDBG-CV funding which is to be used to fund programs and/or projects that prevent, prepare for, and respond to the impacts of the novel coronavirus ("COVID-19"). CDBG-CV funds must be used for activities that qualify as an eligible activity under CDBG.

Background:

First CDBG-CV Amendment

On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act), was signed into law. Pursuant to the CARES Act, HUD allocated $129,348

in CDBG-Coronavirus ("CDBG-CV") funds to the City of Aliso Viejo to fund activities that prepare, prevent, or respond to local community impacts of the Coronavirus, specifically economic development efforts and public service providers. An amendment to the 2018-2022 Consolidated Plan/2019-2020 Annual Action Plan was necessary to add CDBG-CV funded activities to receive funds. The City amended the 2020-2021 Action Plan and submitted the amendment to HUD on June 17, 2020.

Second CDBG-CV Amendment

On September 11, 2020, HUD announced an additional round of CDBG-CV funds and allocated the City $285,403 in CDBG-CV3 funds. With the previously allocated $129,348 in CDBG-CV1 funds, the City received a total of $414,751 in CDBG-CV funding. On July 21, 2021, the City Council approved a second amendment which allocated the additional CDBG-CV funding for business assistance grants and public services for lower-income City residents impacted by the Coronavirus pandemic.

Discussion:

Third CDBG-CV Amendment

The City is now initiating a third amendment to its July 2021 CDBG-CV3-related Action Plan in order to reallocate $115,000 from the City's business assistance grant program to public services and CDBG-CV program administration as shown in the table below.

CDBG-CV Funded Activities	Current Funding	Proposed Funding
Business Assistance Grants	$192,702	$77,702
Age Well Senior Services (Meals on Wheels)	$0	$10,000
South County Outreach (Rent/Utility Assistance)	$0	$100,000
CDBG-CV Administration	$0	$5,000

The business assistance grant program was initiated to support local small businesses impacted by shut-downs, social distancing, and other related mandates due to Covid-19. To publicize the program, staff advertised the program on the City's social media sites, via email blasts and mailers. Over 400 flyers were mailed to local businesses. Despite staff's efforts to advertise the program, very little response has been received. To date, a total of four applications have been received from local businesses. These applications are currently being processed and no grants have been awarded. Each business may receive a maximum of $10,000. Should all four applications be approved, a total of up to $40,000 of $192,702 would be rewarded. As part of HUD requirements, the City must expend at least 80% of all CDBG-CV funds by the third year of the grant agreement (August 2023) or risk having the unexpended funds being recaptured by HUD. Given the limited applications for the business assistance grant program, Staff is proposing $115,000 of the business assistance grant funding be reallocated for other eligible uses.

Public service organizations that provide services to low- to moderate-income residents of Aliso Viejo have found that there are still residents who are recovering from the financial impacts of COVID-19. Additionally, more sensitive populations, including seniors and youth, continue to require their services. As such, Staff is proposing $100,000 of the business assistance grant funding be reallocated to South County Outreach to provide homeless prevention services for housing and utility assistance and access to food banks; and $10,000 be reallocated to Age Well Senior Services for their Meals on Wheels program to provide food to seniors in the community.

HUD allows grantees to allocate up to 20% of their CDBG-CV funding to be used for program administration. Currently, the City does not have any CDBG-CV funding programmed for grant administration. Staff is proposing to reallocate $5,000 (less than 1% of CDBG-CV allocation) of the business assistance grant funding for program administration to cover Staff time spent on advertising and reviewing applications for the business assistance grant program.

The intent of the proposed substantial amendment is to improve the expenditure rate of the CDBG-CV grant to meet the 80 percent expenditure deadline (August 2023). Per current program regulations, HUD will recapture unspent funds up to the 80 percent threshold come August. Regardless of the City's ability to meet the 80 percent expenditure threshold, the City will have an additional three years to expend the balance of CDBG-CV funds.

Environmental:

Staff recommends the City Council find the proposed actions are not a project as defined by the California Environmental Quality Act ("CEQA") pursuant to state CEQA Guidelines Section 15378(b)(5). The actions are administrative activities of the City that involves report preparation to a federal agency on the potential use of CDBG-CV funds. The report itself does not authorize any development or changes to land use; thus, the project would not result in any direct or indirect changes to the environment, and, consequently, this action is not classified as a project under CEQA.

Public Notice:

In accordance with the waiver issued by HUD on April 9, 2020, a 5-day comment period was provided to residents and other interested parties to present input on the proposed amendments. A notice was published in the Laguna Niguel News and posted on the City's website on March 30, 2023 announcing the comment period and the public hearing on April 5, 2023. No comments have been received in response.

City Attorney:

The City Attorney's office reviewed this staff report.

Attachments:

1. 2020-2021 Annual Action Plan
2. Presentation

CITY OF ALISO VIEJO

2020-2021 ANNUAL ACTION PLAN

1st CDBG-CV Amendment (Originally Approved June 17, 2020)

2nd CDBG-CV Amendment (Approved July 21, 2021)

3rd CDBG-CV Amendment (Draft March 21, 2023)

May 20, 2020

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Attachment 1: Summary of Past Performance

Attachment 2: Public Notice and Summary of Public Comments

Attachment 3: Map of CDBG Eligible Areas

Appendices

Appendix A: 2020-2024 Orange County Analysis of Impediments to Fair Housing (Executive Summary)

Certifications and SF-424

April 5, 2023 Substantial CDBG-CV Amendment

Attachment A: Public Notice

June 2020 CDBG-CV Amendment

2019-2020 Annual Action Plan was amended on June 17, 2020, to add CDBG CARES Act (CDBG-CV) funds; however, in August 2020, the City was informed by HUD that it had inadvertently approved the 2020-2021 Annual Action Plan prior to approving the 2019-2020 Annual Action Plan CDBG-CV Substantial Amendment. HUD has requested that the City amend the 2020-2021 Action Plan in lieu of the 2019-2020 Action Plan Amendment

July 2021 CDBG-CV3 Amendment

The Second Amended to the 2020-2021 Annual Action Plan to add CDBG-Coronavirus Round 3 funds.

April 2023 CDBG-CV Substantial Amendment

A substantial amendment to reallocate CDBG-CV funds from business grants to public services and program administration.

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The 2020-2021 Annual Action Plan for the City of Aliso Viejo satisfies the requirements to receive Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD). The Housing and Community Development Act (HCDA) of 1974 created the CDBG program. The primary objective of the CDBG program is to develop viable urban communities by providing decent housing, a suitable living environment, and economic opportunities, principally for persons of low- and moderate-income.

Regulations governing the CDBG program require that each activity undertaken with CDBG funds must meet one of the three national objectives:

- Benefit low- and moderate-income persons,
- Aid in the prevention or elimination of slums and blight, or
- Meet a community development need having a particular urgency (i.e., federally declared disaster)

As a recipient of CDBG funds, the City is required to prepare a five-year strategic plan that identifies housing and community needs, prioritizes these needs, and develops a strategic plan to address priority needs. This document is called the Consolidated Plan. The City's current Consolidated Plan covers the fiscal years of 2018-19 to 2022-23. On an annual basis, the City prepares an expenditure plan that identifies the specific activities the City will undertake with its annual CDBG allocation to meet the

priority needs identified in the Consolidated Plan. Fiscal Year (FY) 2020-2021 is the third year of the current Consolidated Plan cycle.

The City will receive $219,880 in CDBG funds for FY 2020-2021. A grant balance of $34,750 in prior year funds is also available for programming. Additionally, the City will receive $28,763 in CDBG funds relinquished by the County; however, HUD has yet to allocate these funds to the City.

The Fair Housing Act of 1968 requires recipients of HUD funds to administer housing and urban development programs in a manner that does not discriminate and to affirmatively further fair housing. The Analysis of Impediments to Fair Housing (AI) is the policy document that identifies barriers to fair housing and outlines an action plan to overcome fair housing barriers. In May 2015, the County of Orange adopted an AI for jurisdictions operating under the Urban County CDBG program, which included the City of Aliso Viejo. The County and all Orange County CDBG grantee communities have prepared a new AI (OC-AI). The OC-AI is incorporated into the 2020-2021 Annual Action Plan as **Appendix A**.

June 2020 CDBG-CV Amendment

On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act), was signed into law. Pursuant to the CARES Act, HUD has allocated $129,348 in CDBG-Coronavirus ("CDBG-CV") funds to the City of Aliso Viejo to fund activities that prepare, prevent, or respond to local community impacts of the Coronavirus. An amendment to the 2018-2022 Consolidated Plan/2019-2020 Annual Action Plan is necessary to add CDBG-CV funded activities to the 2019-2020 Annual Action Plan. The 2019-2020 CDBG-CV Substantial Amendment was submitted to HUD on Jun 3, 20020. However, HUD inadvertently approved the City's 2020-2021 Action Plan before the CDBG-CV Substantial Amendment to the2019-2020. Consequently, HUD has requested that the City amend the 2020-2021 Annual Action Plan to incorporate the CDBG-CV Substantial Amendment. HUD has also notified the City that a new comment period and public hearing are not required since City complied with all citizen participation requirements and the 2020-2021 amendment is a result of their oversight. Amendments to the 2020-2021 Action Plan are consistent with the 2019-2020 Amendment, except for references to the Action Plan year.

July 2021 CDBG-CV3 Amendment

On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act) was signed into law. Pursuant to the CARES Act, HUD has allocated CDBG-Coronavirus "CDBG-CV) resources to the City of Aliso Viejo to fund activities that prevent, prepare for, or respond to local community impacts of the Coronavirus.

On September 11, 2020, HUD announced an additional round of CDBG-CV funds. The City of Aliso Viejo will receive $285,403 in CDBG-CV Round 3 (CDBG-CV3) funds, in addition to $129,348 in CDBG-CV Round 1 (CDBG-CV1) funds, for a total of $414,751 in CDBG-CV funds.

April 2023 CDBG-CV Substantial Amendment

The City has initiated a substantial amendment to its July 2021 CDBG-CV3-related Action Plan to reallocate $115,000 from the City's business assistance grant program to public services and CDBG-CV program administration.

2. Summarize the objectives and outcomes identified in the Plan

The City's Consolidated Plan identifies activities to be carried out with CDBG funding over five years and identifies five-year goals and outcomes. A summary of these five-year goals and outcomes is listed below:

- Public Infrastructure Improvements: 12,000 City residents will benefit from the installation or rehabilitation of CDBG-funded public infrastructure improvements.
- Public Facility Improvements: 6,000 City residents will benefit from the installation or rehabilitation of CDBG-funded public facilities such as community centers, parks, and other public and private facilities.
- Single-Family Housing Rehabilitation: rehabilitate 15 owner-occupied units with CDBG-funded program resources.
- Homeless Services: Presently, the City uses general fund resources to assist agencies that provide housing and services to homeless individuals and individuals at risk of homelessness. In future years, CDBG funds could be used to assist up to 75 individuals.
- Public Services: Presently, the City supports a variety of social service programs that serve seniors, youths, victims of domestic violence, and other lower-income persons with City general funds. In future years, CDBG funds could be used to serve up to 750 lower-income individuals.
- Fair Housing Services: HUD requires the City to eliminate impediments to fair housing choice. The City will use CDBG funding to support fair housing outreach, education, and enforcement services. An estimated 300 households will benefit from this CDBG-funded activity.
- Program Administration: The City will provide resources to ensure oversight and coordination of the CDBG program.

June 2020 CDBG-CV Amendment

- *Homelessness Prevention: Assist 400 individuals with CDBG-CV funding*
- *Small Business Assistance: Assist 4 Businesses with CDBG-CV funding*

July 2021 CDBG-CV3 Amendment

- *Homelessness Prevention: Assist 500 individuals with CDBG-CV funding*
- *Small Business Assistance: Assist ~~1~~5 Businesses with CDBG-CV funding*

April 2023 CDBG-CV Substantial Amendment

- *Public Services: Assist 150 individuals with CDBG-CV funding (Senior Meals-on-Wheels and Rent/Utilities/Food assistance)*
- *CDBG-CV Administration: Funding for program coordination and oversight*

3. Evaluation of past performance

Fiscal Year 2019-2020 (FY 2019-20) is the second year of the City's current Consolidated Plan cycle and is not yet complete. **Attachment 1** summarizes accomplishments for FY 2018-19 – the first year of the current Consolidated Plan cycle.

4. Summary of Citizen Participation Process and consultation process

Consistent with the City's Citizen Participation Plan, residents, local and regional organizations, and other stakeholders were encouraged to participate in the preparation of the City's 2020-2021 Annual Action Plan. Opportunities for public input included the following:

- While the City will not fund social services during FY 2020-2021 with CDBG resources, the City participated in a meeting of regional social service providers during which staff provided information regarding Consolidated Plan priorities, current community needs, and future public service grant opportunities. Eleven potential sub-recipients attended the meeting.
- The City participated in a Fair Housing Workshop, which provided residents with an opportunity to discuss fair housing issues and ways to advance fair housing opportunities for all county residents.
- A draft of the 2020-2021 Action Plan was available for a 30-day public comment period from April 20 to May 19, 2020.
- The City Council adopted the Annual Action Plan after considering public comments received during a hearing on May 20, 2020.
- In partnership with Orange County cities, four community meetings were held during January 2020 to provide County residents with an opportunity to discuss fair housing issues and learn about the OC-AI preparation process. **Attachment 1** includes copies of notices, a summary of comments, and a summary of the OC-AI. The entire document is available for review on the City's website www.avcity.org.

June 2020 CDBG-CV Amendment

- *A 5-day public review and comment period to provide members of the public an opportunity to review the proposed use of CDBG-CV funds.*
- *A City Council public hearing to provide an additional forum for public input regarding the proposed use of CDBG-CV funds.*

July 2021 CDBG-CV3 Amendment

- *A 5-day public review and comment period to provide members of the public an opportunity to review the proposed use of CDBG-CV funds.*
- *A City Council public hearing to provide an additional forum for public input regarding the proposed use of CDBG-CV funds.*

April 2023 CDBG-CV Substantial Amendment

- *A 5-day public review and comment period to provide members of the public an opportunity to review the proposed CDBG-CV amendment*
- *A City Council public hearing to provide an additional forum for public input regarding the proposed CDBG-CV amendment*

5. Summary of public comments

See **Attachment 2**

June 2020 CDBG-CV Amendment

*See **Attachment A** for a summary of public comments.*

July 2021 CDBG-CV3 Amendment

*See **Attachment A** for a summary of public comments.*

April 2023 CDBG-CV Substantial Amendment

*See **Attachment A** for a summary of public comments.*

6. Summary of comments or views not accepted and the reasons for not accepting them

See **Attachment 2**

June 2020 CDBG-CV Amendment

*See **Attachment A** for a summary of public comments.*

July 2021 CDBG-CV3 Amendment

*See **Attachment A** for a summary of public comments.*

April 2023 CDBG-CV Substantial Amendment

*See **Attachment A** for a summary of public comments.*

7. Summary

The Consolidated Plan is a strategic plan that utilized data and public input to determine priority housing and community needs. The Action Plan is a component of the Consolidated Plan that acts as the annual expenditure plan for the use of CDBG funds to address identified priority needs. To address priority needs, the City of Aliso Viejo will utilize $254,630 in CDBG funds during FY 2020-2021 to carry out three eligible activities: public facility ADA improvements (third year of funding for the Aliso Viejo Ranch project), fair housing services, and program administration.

June 2020 CDBG-CV Amendment

HUD has notified the City it will receive $129,348 in CDBG-CV funds pursuant to the CARES Act. CDBG-Funds must be used to prevent, prepare, or respond to local impacts of the Coronavirus. CDBG-CV may not be used to pay costs if another source of financial assistance is available to pay these costs. For the City to receive and use CDBG-CV funds, the City must amend the current CDBG Annual Action Plan (FY 2020-2021) to describe how the funds will be allocated.

The City will allocate CDBG-CV funds to assist community-based nonprofit organizations to prepare, prevent, or respond to the impacts of COVID-19. Additionally, the City will use a portion of CDBG-CV funds to assist small businesses that have been impacted by social distancing and stay-at-home orders.

July 2021 CDBG-CV3 Amendment

On September 11, 2020, HUD announced an additional round of CDBG-CV funds. The City of Aliso Viejo will receive $285,403 in CDBG-CV3 funds, in addition to $129,348 in CDBG-CV1 funds, for a total of $414,751 in CDBG-CV funding. This amendment will allocate additional CDBG-CV funding for business assistance grants and public services for lower-income City residents impacted by the Coronavirus pandemic.

April 2023 CDBG-CV Substantial Amendment

The City has initiated a substantial amendment to its July 2021 CDBG-CV3-related Action Plan to reallocate $115,000 from the City's business assistance grant program to public services and CDBG-CV program administration.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
City of Aliso Viejo	City of Aliso Viejo	Planning Services

Table 1 – Responsible Agencies

Narrative (optional)

The City's Planning Services Department is primarily responsible for the preparation of the Consolidated Plan, Annual Action Plan, and the administration of CDBG funds.

Consolidated Plan Public Contact Information

Mr. Omar Dadabhoy, Community Development Director
Phone: (949) 425-2525 / Fax: (949) 425-3899 / odadabhoy@avcity.org

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The consolidated planning process (i.e., Annual Action Plan process) requires that the City contact and consult with other public and private agencies when developing the plan. The plan itself must include a summary of the consultation process, including identification of the agencies that participated in the process. Below is a summary of the City's efforts to coordinate interaction with other public and private agencies.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City of Aliso Viejo works closely with the County of Orange Housing Authority (OCHA), which assists renter households with HUD-funded housing assistance vouchers and certificates. As housing development opportunities evolve, City staff works closely with developers to explore and create housing opportunities for lower-income residents. It is important to note that Aliso Viejo is a master-planned community and is built-out. Limited opportunities exist to develop new housing units; however, during the past year, a 200-unit senior housing development was completed. The project provides affordable housing opportunities to 148 low-income and 50 very low-income senior households. There is no current plan to develop additional affordable housing units during FY 2020-2021.

Through the annual City-funded Community Service grants allocation process, City staff can ascertain the types of services City residents require (e.g., senior services, youth services) and develop partnerships with local agencies to ensure the delivery of quality services. As indicated in the Consolidated Plan, the City will consider allocating CDBG funds to support public service grants in the latter half of the Consolidated Plan cycle.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Orange County Continuum of Care (OC-CoC) is the regional coordinator of the homeless housing and support services delivery system. The OC-CoC is responsible for conducting the biennial Point In Time Survey of the County's homeless. The OC-CoC conducted the 2019 Point-In-Time Survey (PITS) in January 2019. The PITS identified one unsheltered homeless individual in the City.

As a recipient of CDBG funds, the City will continue its relationships with local service providers to address the needs of the City's homeless and residents at risk of becoming homeless. The City will also continue to support OC-CoC efforts to address regional homeless issues. While the City will not allocate

CDBG funds for public service grant programs during FY 2020-2021, the City will allocate general fund resources to regional homeless service providers to address local homeless issues.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Aliso Viejo does not receive Emergency Solutions Grant (ESG) funding directly from HUD. [1] The leadership and coordination of Orange County's CoC planning process is the shared responsibility of 211-OC and the County of Orange. The Homeless Management Information System (HMIS) is used by the OC-CoC to collect client-level data and information regarding the provision of housing and services for homeless individuals and households at risk of homelessness. All aspects of HMIS administration are the responsibility of the OC-CoC.

[1. The cities of Anaheim, Garden Grove, and Santa Ana, plus the County of Orange, receive ESG funds directly from HUD and administer these funds within their respective jurisdictions.]

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities (see Table 2)

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	**Fair Housing Foundation**
	Agency/Group/Organization Type	Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Impediments to Fair Housing Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Agency provided data and information that helped identify the needs of households requiring fair housing services - also provided input regarding the City's strategy to address impediments to fair housing
2	**Agency/Group/Organization**	**211 Orange County**
	Agency/Group/Organization Type	Services-homeless Regional organization
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homeless Management Information System (HMIS)
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Regional Continuum of Care coordinator and HMIS administrator; also provided information regarding regional and City homeless populations and shelter resources
3	**Agency/Group/Organization**	**Orange County Housing Authority**
	Agency/Group/Organization Type	Public Housing Authority
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Provided information regarding the number and type of households receiving rental assistance, and the number of households requesting housing assistance
4	**Agency/Group/Organization**	**Aliso Viejo**
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs Economic Development Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Various City departments and City Council provided community-based data and information - also played a crucial role in identifying priorities and the allocation of CDBG funds
5	**Agency/Group/Organization**	**Family Assistance Ministries**
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Families with children Homelessness Needs – Veterans
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Helped identify the housing and service needs of persons at risk of becoming homeless and those already homeless

6	**Agency/Group/Organization**	**Laura's House**
	Agency/Group/Organization Type	Services-Victims of Domestic Violence
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Agency helped identify the needs of victims of domestic violence
7	**Agency/Group/Organization**	**Camino Health Center**
	Agency/Group/Organization Type	Services-Health
	What section of the Plan was addressed by Consultation?	Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Agency helped identify the medical and dental needs of lower-income persons and households
8	**Agency/Group/Organization**	**Age Well Senior Services**
	Agency/Group/Organization Type	Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Agency helped identify the needs of senior and frail elderly persons and households

9	**Agency/Group/Organization**	**South County Outreach**
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Families with children Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Helped identify the housing and service needs of persons at risk of becoming homeless and those already homeless
10	**Agency/Group/Organization**	**Council on Aging – Southern California**
	Agency/Group/Organization Type	Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Agency helped identify the needs of senior and frail elderly persons and households

Identify any Agency Types not consulted and provide rationale for not consulting

The City had an open consultation process; no agency was prevented or excluded from participating.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Orange County 211	Helped the City analyze the needs of Aliso Viejo homeless. Includes regional 2019 Point-In-Time Survey and 10-Year Plan to End Homelessness (including Discharge Plan)
City of Aliso Viejo 2014-2021 Housing Element	City of Aliso Viejo	Provided housing priorities and program goals
City of Aliso Viejo 5 Year Strategic Plan Fiscal Years 2015-2020	City of Aliso Viejo	Multi-year capital improvement plan helped identify priority capital projects that may be CDBG-eligible
5-Yr & 1-Yr PHA Plan	Orange County Housing Authority	Identified OCHA resources to address the housing needs of lower-income renter householders in the City
Orange County Analysis of Impediments to Fair Housing	Orange County and Orange County cities	Countywide document identifies impediments to fair housing within participating cities and outlines a plan to address impediments

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

The City implemented the following efforts to obtain public input during the preparation of the Action Plan:

Social Service Provider Workshop: November 6, 2019, the City invited prospective social service providers to a meeting to discuss future CDBG grant opportunities and ways they can provide the City with direct input regarding social service gaps and priority needs.

Fair Housing Workshops: In partnership with other south Orange County cities, a community meeting was held on January 9, 2020, to provide residents an opportunity to discuss fair housing issues and ways to advance fair housing opportunities for all county residents. The meeting was one of four "Fair Housing Workshops" held throughout the County (see **Appendix A**).

Notices/Website: The City published notices in a local newspaper of general circulation (*Aliso Viejo News*). The City also posted the draft Action Plan and OC-AI on its website for public review and comment. Hard copies were available during the required 30-day public comment period (see **Attachment 2**).

June 2020 CDBG-CV Amendment

*Pursuant to waivers authorized by HUD to expedite the use of CDBG-CV funds, a notice was posted on the City's website announcing the availability of the proposed amendment to the 2018-2022 Consolidated Plan/2020-2021 Annual Action Plan regarding the use of CDBG-CV funds (see **Attachment A**).*

July 2021 CDBG-CV3 Amendment

*Pursuant to waivers authorized by HUD to expedite the use of CDBG-CV funds, a notice was posted on the City's website announcing the availability of the proposed second amendment to the 2018-2022 Consolidated Plan/2020-2021 Annual Action Plan regarding the use of CDBG-CV funds (see **Attachment A**).*

April 2023 CDBG-CV Substantial Amendment

*Pursuant to waivers authorized by HUD to expedite the use of CDBG-CV funds, a notice was posted on the City's website announcing the availability of the proposed second amendment to the 2018-2022 Consolidated Plan/2020-2021 Annual Action Plan regarding a substantial amendment to reallocate CDBG-CV funds (see **Attachment A**).*

Public Hearings: Consistent with HUD's regulations, the City Council held a public hearing at a regularly noticed and scheduled meeting (May 20, 2020) to obtain public input regarding the draft Annual Action Plan, OC-AI, the proposed use of FY 2020-2021 CDBG funds, and to authorize staff to submit the document to HUD. **Attachment 2** includes a summary of public comments.

June 2020 CDBG-CV Amendment

Public Hearing: The City Council held a hearing on June 17, 2020, to accept comments from the public regarding amendments to the City's 2018-2022 Consolidated Plan/2020-2021 Annual Action Plan for the use of CDBG-CV funds.

July 2021 CDBG-CV3 Amendment

Public Hearing: The City Council held a hearing on July 21, 2021, to accept comments from the public regarding second amendments to the City's 2018-2022 Consolidated Plan/2020-2021 Annual Action Plan for the use of CDBG-CV funds.

April 2023 CDBG-CV Substantial Amendment

Public Hearing: The City Council held a hearing on April 5, 2023, to accept comments from the public regarding a substantial amendment to the City's 2018-2022 Consolidated Plan/2020-2021 Annual Action Plan to reallocate CDBG-CV funds.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of Comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Public Service Agencies	11/6/19: A total of 11 agencies attended a meeting to discuss social service needs and grant application process	Agency reps provided input regarding the needs of the region's homeless, low and moderate-income households and other social service needs	Not Applicable	Not Applicable

2	Public Meeting	Non-targeted/ broad community	1/9/20: South County region OC-AI public input meeting	See **Appendix A** for a summary of public comments	Not Applicable	Not Applicable
3	Newspaper Ad	Non-targeted/broad community	30-day public comment period and public hearing notice	See **Attachment 2**	See **Attachment 2**	Not Applicable
4	Public Hearing	Non-targeted/broad community	5/20/20: Public hearing to approve the 2020-2021 Action Plan, OC-AI, and to authorize submission of the Action Plan to HUD	None	Not Applicable	Not Applicable
5	*Internet Posting*	*Non-targeted/broad community*	*Public notice of 5-day public comment period and public hearing*	*See Attachment A for a summary of public comments*	*NA*	*www.avcity.org*
6	*Public Hearing*	*Non-targeted/broad community*	*6/17/20 City Council public hearing*	*See Attachment A for a summary of public comments*	*NA*	*www.avcity.org*
7	*Internet Posting*	*Non-targeted/broad community*	*Public notice of 5-day public comment period and public hearing*	*See Attachment A for a summary of public comments*	*NA*	*www.avcity.org*
8	*Public Hearing*	*Non-targeted/broad community*	*7/21/21 City Council public hearing*	*See Attachment A for a summary of public comments*	*NA*	*NA*

9	*Internet Posting*	*Non-targeted/broad community*	*5-day public comment period and public hearing notice*	*See Attachment A for a summary of public comments*	*TBD*	*www.avcity.org*
10	*Public Hearing*	*Non-targeted/broad community*	*4/5/23 City Council public hearing*	*See Attachment A for a summary of public comments*	*TBD*	*TBD*

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

HUD has notified the City it will receive $219,880 in CDBG funds for FY 2020-2021. An additional $34,750 in prior year funds is also available. The City will use CDBG funds for public facility improvements, public services (fair housing services), and administrative costs. The table below provides a summary of anticipated resources that will be available during FY 2020-2021. The City is also waiting for HUD to transfer approximately $28,700 in CDBG funds allocated to the City in 2017. Presently, these funds are in the County of Orange CDBG program line of credit. A specific date for this transfer is yet to be determined.

In addition to CDBG funding, housing voucher/certificate resources (via OCHA) and "Community Grants" (i.e., social service grants from the City's General Fund) may be available to carry out activities that support the goals of the Consolidated Plan. Due to past housing development activity, the City has collected significant In-lieu Affordable Housing Fee resources; however, these resources are committed to projects.

June 2020 CDBG-CV Amendment

On April 2, 2020, HUD notified the City it would receive $129,348 in CDBG-CV funds pursuant to the CARES Act.

July 2021 CDBG-CV3 Amendment

On September 11, 2020, HUD notified the City it would receive $285,403 in CDBG-CV3 funds under the CARES Act. Combined with CDBG-CV1 funds, HUD has allocated the City of Aliso Viejo $414,751 in CARES Act funds to help prevent, prepare for, or respond to local impacts of the Coronavirus pandemic.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 3				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	$219,880	$0	$34,750	$254,630	400,000	Annual CDBG allocation
CDBG-CV	*public - federal*	*Other*	*414,751*	*0*	*0*	*414,751*	*0*	*CDBG-CV funds to be used to prevent, prepare for, and respond to the Coronavirus ($129,348 in CV1 plus $285,403 in CV3 funds)*

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City has identified other resources that will be available to carry out activities that address the goals of the Consolidated Plan:

- OCHA reports that as of November 2019, 78 Aliso Viejo households received rental assistance. The City anticipates that a similar number of households will be assisted annually during FY 2020-2021.
- On an annual basis, the City allocates General Fund resources to support a variety of social service programs in the community. Funded services include homelessness prevention and interim housing for homeless families with children, and services for victims of domestic violence and the disabled. The City allocates approximately $25,000 per year for these social services.

- Prior condo conversions and new housing development activities have generated affordable housing resources. These activities have generated approximately $2.5 million in Affordable Housing In-lieu fees; however, all funds are committed for the development of affordable housing units or to preserve existing housing affordability.

CDBG does not require matching funds.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Aliso Viejo is a nearly built-out city with limited remaining vacant land. The City's Housing Element identifies vacant and underutilized sites that may be suitable for housing development - one of the sites is developed (i.e., Vantis Apartments). The Housing Element also identifies two parcels that are zoned for business park development but are suitable for high-density Mixed-Use residential. With the adoption of the City's Housing Element, these two sites were rezoned and subsequently have been developed (i.e., Vintage Aliso and Liberty at Aliso). An additional location (The Commons) is zoned currently zoned for housing. The project is in the early predevelopment stages; however, no development is contemplated for at least two years

Discussion

The City will receive $219,880 in CDBG funds from HUD for FY 2020-2021. The City will also carry forward $34,750 in prior year funds to undertake activities in FY 2020-2021. With respect to other resources, the City will continue to support OCHA's efforts to secure new rental assistance resources. For the foreseeable future, the City will continue to support social service programs serving City residents with Community Grants. Resources to help develop new housing are limited. Finally, as outlined above, an inventory of vacant and underutilized land suitable for housing development has been prepared, but no projects are slated for construction during FY 2020-2021.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Public Facility Improvements	2020	2021	Non-Housing Community Development	Citywide	Public Improvements	CDBG: $207,230	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 3,392 Persons Assisted
2	Fair Housing Services	2020	2021	Public Services	Citywide	Public Services	CDBG: $3,500	Other: 60 Other
3	Program Administration	2020	2021	Administration	Citywide	Administration	CDBG: $43,900 *CDBG-CV3: $5,000*	Other: 1 Other *Other: 1 Other*
4	*Public Services*	*2020*	*2023*	*Public Services*	*Citywide*	*Public Services*	*CDBG-CV1: $79,348* *CDBG-CV3: ~~$142,702~~* *CDBG-CV3: $252,702*	*Public service activities other than Low/Moderate Income Housing Benefit: ~~500~~ 650 Persons Assisted*
5	*Economic Development*	*2020*	*2023*	*Economic Development*	*Citywide*	*Economic Development*	*CDBG-CV1: $50,000* *CDBG-CV3: ~~$142,702~~ $27,702*	*Businesses: ~~1~~5 Businesses*

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	Public Facility Improvements
	Goal Description	ADA improvements
2	**Goal Name**	Fair Housing Services
	Goal Description	Fair housing outreach, education, and enforcement services
3	**Goal Name**	Program Administration
	Goal Description	CDBG program oversight and coordination
4	***Goal Name***	*Public Services*
	Goal Description	*CDBG-CV funded services to assist lower-income residents impacted by the Coronavirus*
5	***Goal Name***	*Economic Development*
	Goal Description	*Financial assistance to small businesses impacted by COVID-19*

Table 7 – Goal Descriptions

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b)

The City is not a HOME program participating jurisdiction.

Projects

AP-35 Projects – 91.220(d)

Introduction

For FY 2020-2021, the City is allocating CDBG funding for the activities listed in Table 8.

Projects

#	Project Name
1	ADA Improvements: Aliso Viejo Ranch – Year 3
2	Fair Housing Foundation
3	CDBG Program Administration
4	*CDBG-CV Public Services*
5	*CDBG-CV Economic Development*
6	*CDBG-CV Administration*

Table 8 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

FY 2020-2021 is the third year the City will administer CDBG funds on its own. As a Metropolitan City in the CDBG Urban County Program, the City had worked with Orange County staff to implement several Americans with Disabilities Act (ADA) related projects, including preliminary design work for ADA-compliant upgrades at the Aliso Viejo Ranch. ADA improvements will ensure that individuals with disabilities will be able to utilize this unique public facility. Fair housing services will provide residents, landlords, and property managers with information and knowledge regarding fair housing laws with the goal of eliminating discriminatory housing practices. This program will benefit all Aliso Viejo residents, including protected classes such as individuals with disabilities and families with children.

AP-38 Project Summary

Project Summary Information

Table 9 – Project Summary

1	Project Name	**ADA Improvements: Aliso Viejo Ranch – Year 3**
	Target Area	Citywide
	Goals Supported	Public Facility Improvements
	Needs Addressed	Public Improvements
	Funding	CDBG: $207,230
	Description	3rd year of CDBG funding for upgrades to a public facility to comply with ADA regulations
	Target Date	12/31/2020
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 3,390 Aliso Viejo residents with disabilities
	Location Description	100 Park Avenue, Aliso Viejo, CA
	Planned Activities	Replace non-ADA compliant improvements to the Aliso Viejo Ranch facility, including ADA upgrades to existing pathways & walkways; construction of ADA-compliant restrooms; installation of ADA-compliant parking stalls & related parking lot striping & signs
2	Project Name	**Fair Housing Foundation**
	Target Area	Citywide
	Goals Supported	Fair Housing Services
	Needs Addressed	Public Services
	Funding	CDBG: $3,500
	Description	Fair housing outreach, education, and enforcement services to reduce and eliminate impediments to the fair access of housing opportunities

	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	60 households (80 individuals)
	Location Description	Citywide
	Planned Activities	Fair housing outreach, education, and enforcement services, including landlord, tenant, and property management fair housing training
3	Project Name	**CDBG Program Administration**
	Target Area	Citywide
	Goals Supported	Program Administration
	Needs Addressed	Administration
	Funding	CDBG: $43,900
	Description	CDBG program oversight and coordination
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	Not applicable
	Location Description	City Hall: 12 Journey, Suite 100 Aliso Viejo, CA
	Planned Activities	CDBG program administration, including preparation of required applications and reports
4	***Project Name***	***CDBG-CV Public Services***
	Target Area	*Citywide*
	Goals Supported	*Public Services*
	Needs Addressed	*Public Services*

	Funding	*CDBG-CV: ~~$222,050~~ $332,050*
	Description	*CDBG-CV funded services to assist lower-income residents impacted by the Coronavirus*
	Target Date	*~~06/30/2023~~ 09/01/2023*
	Estimate the number and type of families that will benefit from the proposed activities	*Assistance for ~~500~~ 650 individuals with CDBG-CV funds with housing assistance and case management*
	Location Description	*Citywide*
	Planned Activities	*Social services, such as childcare, food, housing, and utility assistance, for lower-income residents impacted by the Coronavirus pandemic ($79,348 in CV1 plus $142,702 in CV3 funds and $110,000 reallocated from Business Grants via 4/5/23 substantial amendment)*
5	***Project Name***	***CDBG-CV Economic Development***
	Target Area	*Citywide*
	Goals Supported	*Economic Development*
	Needs Addressed	*Economic Development*
	Funding	*CDBG-CV: ~~$192,702~~ $77,702*
	Description	*Financial assistance to support small businesses impacted by COVID-19*
	Target Date	*06/30/2023*
	Estimate the number and type of families that will benefit from the proposed activities	*~~1~~5 businesses*
	Location Description	*Citywide*
	Planned Activities	*Grants to support local small businesses impacted by COVID-19 mandated shut-downs, social distancing, and other related mandates ($50,000 in CV1 plus $142,701 in CV3 funds and reduced by $115,000 via 4/5/23 substantial amendment)*
6	***Project Name***	***CDBG-CV Administration***
	Target Area	*Citywide*

	Goals Supported	*Program Administration*
	Needs Addressed	*Administration*
	Funding	*CDBG-CV: $5,000*
	Description	*CDBG-CV program oversight and coordination*
	Target Date	*9/01/2026*
	Estimate the number and type of families that will benefit from the proposed activities	*Not applicable*
	Location Description	*City Hall: 12 Journey, Suite 100, Aliso Viejo, CA*
	Planned Activities	*CDBG-CV program administration, including preparation of required reports and oversight of sub-recipients*

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

All activities slated for CDBG-funding during FY 2020-2021 are available on a citywide basis. These activities include ADA-related improvements to the Aliso Viejo Ranch, fair housing services, and program administration. Some future year activities may be limited to income-eligible program beneficiaries, or to specific areas of the City (i.e., Block Groups) where a significant percentage of residents meet HUD's program income limits. On February 14, 2019, HUD published and provided updated Low- and Moderate-Income Summary Data. **Attachment 3** is a map of the City's current CDBG Eligible Areas.

Geographic Distribution

Target Area	Percentage of Funds
CDBG census tracts	0
Citywide	100

Table 10 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Since the City's primary intent is to serve lower-income households regardless of where they live in the City, CDBG funding is primarily distributed on a citywide basis.

Discussion

As indicated above, CDBG funds are focused on programs that serve lower-income residents regardless of where they live in the City.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City's only HUD funding resource is CDBG. HUD regulations limit the use of CDBG funding to specific types of housing activities (i.e., acquisition and rehabilitation). As outlined in the Consolidated Plan, the City will consider implementing a home improvement program in the latter part of the Consolidated Plan cycle; therefore, in FY 2020-2021, no housing activities will be undertaken.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special-Needs	0
Total	**0**

Table 11 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	**0**

Table 12 - One Year Goals for Affordable Housing by Support Type

Discussion

For FY 2020-2021, the City will not use CDBG funds for housing activities; however, it will continue to support local service providers with general funds for homelessness prevention, interim housing, and other supportive services. The City will continue to support OCHA's implementation of the federal rental assistance voucher and certificate program. An estimated 75 Aliso Viejo households will benefit from this program.

AP-60 Public Housing – 91.220(h)

Introduction

The City does not own or manage public housing.

Actions planned during the next year to address the needs to public housing

Not applicable.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Not applicable.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not applicable.

Discussion

The City does not own or manage public housing.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

As outlined in the Consolidated Plan, the City's homeless strategy emphasizes preventing homelessness. According to HUD's *Strategies for Preventing Homelessness*, "Homelessness prevention is an essential element of any effort to end homelessness either locally or nationwide." This HUD report indicates it is less expensive and disruptive to keep a household housed in place.

The City will not utilize CDBG funds during FY 2020-2021 to support any homeless services; however, the City will continue to support local agencies with General Fund resources that provide a variety of services for lower-income households. These services include food banks, parent-student empowerment programs, and housing and services for victims of domestic violence. These safety net programs may help households maintain their current housing situation and avoid homelessness.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Aliso Viejo does not directly fund homeless outreach services; however, the City does support agencies that work directly with both sheltered and unsheltered homeless populations. Agencies such as Family Assistance Ministries conduct extensive outreach and vulnerability assessments throughout Aliso Viejo and neighboring communities. Other agencies conduct similar outreach and assessment services for specific homeless populations, such as victims of domestic violence. If funding is available, the City will fund these activities with General Fund resources during FY 2020-2021.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City will not allocate FY 2020-2021 CDBG funding to support emergency and transitional housing services; however, as previously outlined, the City partners with nonprofit service providers that offer emergency and interim (i.e., transitional) housing. If funding is available, the City will support these agencies with General Fund resources during FY 2020-2021.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

As outlined above, the City will not use CDBG resources during FY 2020-2021 for homeless services; however, if available, Community Grants (funded with City General Funds), may be available to local

nonprofits that provide rapid rehousing and permanent supportive housing programs. The City will also support agencies that offer these services for City residents by providing a Certification of Consistency with the Consolidated Plan (if applicable and merited) and will also continue to support the regional OC-CoC to address regional homeless issues. OCHA reports that as of November 2019, they are managing four vouchers for homeless veteran households in Aliso Viejo.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

It is the City's strategy to help a household at risk of becoming homeless to stay housed. The City will participate in regional homeless planning efforts, including the OC-CoC's Discharge Plan, which aims to prevent individuals from leaving institutions, hospitals, etc., from becoming homeless. OCHA reports that as in November 2017, 13 households receiving federal rental assistance were homeless at the time they entered the program.

Discussion

The City's homeless strategy is to prevent homelessness and to support local service providers' efforts to assist regional and local homeless populations. For FY 2020-2021, the City will not allocate CDBG resources for homeless services; however, City General Funds will be used to support local agencies that provide homelessness prevention, housing, and supportive services. The lack of CDBG funding in 2020-2021 does not preclude using CDBG in future years.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Barriers to affordable housing and actions to overcome the obstacles are listed in the City's Housing Element and are reflected in the City's Consolidated Plan.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Notwithstanding the limitation of available land for development, *Chapter 15.58* of the City's Zoning Code, entitled, "Affordable Housing Incentives," establishes the City's plan to address barriers to affordable housing development. The purpose of the chapter is to, "… provide incentives for the production of housing for very low, lower, and moderate-income, or senior households in accordance with California Government Code." Provisions outlined in the Zoning Code are intended to facilitate the development of affordable housing and to implement the goals, objectives, and policies of the City's Housing Element. Incentives for the production of housing delineated in the Housing Element include the following:

- A density bonus with the possibility of additional waivers or modifications to development standards provided the waiver/modification does not adversely impact health, safety, or the physical environment.
- An additional density bonus is possible for a residential development project that includes affordable housing.
- A reduction in development standards (e.g., coverage, setback, zero lot line and/or reduced parcel sizes, and/or parking requirements).
- Approval of mixed-use zoning for housing projects if the nonresidential land uses will reduce the cost of the housing project.
- Other regulatory incentives or concessions that are proposed by the applicant or the City that will result in identifiable cost reductions.
- Direct financial incentives such as providing publicly owned land, fee waivers, or the waiver of dedication requirements.

There is no local tax that may act as a barrier to affordable housing.

Discussion:

The City's Housing Element outlines a comprehensive plan to address barriers to affordable housing - the Consolidated Plan mirrors this plan. While incentives are available to developers, there are no housing projects slated for construction during FY 2020-2021 that will take advantage of these incentives.

AP-85 Other Actions – 91.220(k)

Introduction:

Outlined below are the actions the City will implement during FY 2020-2021 to address the sub-strategies of the Consolidated Plan.

Actions planned to address obstacles to meeting underserved needs

During FY 2020-2021, the City will encourage and support OCHA's efforts to obtain additional rental assistance funding, especially for senior and low-income households. CDBG-funded public facility improvements to be undertaken during the year will provide barrier-free access to public facilities for individuals with disabilities and mobility limitations. Finally, fair housing services will help ensure all households have access to safe and decent housing that they desire and can afford, without regard to their race, color, religion, gender, sexual orientation, national origin, familial status, marital status, disability, ancestry, age, source of income, or other characteristics protected by laws.

Actions planned to foster and maintain affordable housing

As previously outlined, the City will not utilize CDBG funds to support housing activities during FY 2020-2021. The City will continue to support OCHA's administration of HUD's voucher and certificate rental assistance program. Additionally, the City will monitor properties and housing units that are subject to covenants to preserve affordability.

Actions planned to reduce lead-based paint hazards

Most of the City's housing stock was constructed after 1980; nonetheless, the City will continue to make information available to community residents regarding the health impacts of lead-based hazards, especially for young children.

Actions planned to reduce the number of poverty-level families

According to the U.S. Census Bureau, approximately 4.6% of the City's population is living below the poverty level, including 3.4% of children under the age of 18 and 6.1% of seniors (age 65 and older). The City will support several activities that aim to reduce the number of households living in poverty:

- Fair housing services will help ensure lower-income residents, and "protected class" households have access to housing in a fair, nondiscriminatory manner.
- OCHA's administration of rental assistance programs for very low-income renters.
- Social service programs that provide free or reduced-cost services to lower-income households.
- Social service programs that assist households at risk of becoming homeless and those that are homeless.

Actions planned to develop institutional structure

The City has initiated efforts to build an institutional structure that will help identify and access resources to improve and serve the community. The City solicited the input of local service providers by co-hosting a workshop with neighboring CDBG grantees to discuss community and regional needs and future funding opportunities. Through the League of Orange County Cities and the City Managers' Association, the City is taking steps to find a long-term solution for the region's homeless issues. The City will continue to assist OCHA to implement its Five-year Public Housing Authority (PHA) Plan for the provision of rental assistance vouchers and certificates. The City will also join other CDBG grantee communities to explore and participate in regional planning and program initiatives.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Aliso Viejo does not operate public housing. OCHA provides rental assistance in the community. Federal legislation requires that the Housing Authority prepare five-year and one-year plans that highlight its mission, goals, and objectives as it relates to public and assisted housing programs. The City will review the Authority's plans and will provide OCHA the opportunity to review and consult with the City regarding its Consolidated Plan and Annual Action Plan. The goal of this cross-consultation is to provide consistent and coordinated housing services for City residents.

As stated above, Aliso Viejo has developed positive working relationships with several local nonprofits. As the City explores expanding its CDBG program to provide public service grant funding, it will coordinate efforts with nonprofit partners to promote the efficient and effective use of limited public resources.

Discussion:

One HUD-required strategy not discussed above is the City's action to affirmatively further fair housing. The City is a participant in the preparation of a new five-year county-wide AI (the OC-IA). A summary of the OC-AI, including the action steps the City will take during FY 2020-2021, is provided as **Appendix 1**.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Each HUD program that is covered by the Consolidated Plan regulations must address certain program-specific requirements. Below are the requirements for the CDBG program as prescribed by the Annual Action Plan template.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	0
5. The amount of income from float-funded activities	0
Total Program Income	**0**

Other CDBG Requirements

1. The amount of urgent need activities	*0*
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	*100.00%*

Discussion:

The City will meet the overall 70% benefit low- and moderate-income requirement of the CDBG program during the three years of Program Years 2020, 2021, and 2023.

ALISO VIEJO

Community Development Block Grant - Coronavirus (CDBG-CV) Funds

Third Amendment to FY2020-2021 Annual Action Plan

City Council

April 5, 2023

CARES Act: CDBG-CV

- CARES Act (2020) appropriated $5 billion in CDBG funds to assist "America's low-income families and vulnerable citizens"
- CDBG-CV funds must be used to "prevent, prepare for, and respond to" the impacts of COVID-19
- City allocated $129,348 in 2020 and $285,403 for a total of $414,751 in CDBG-CV funding

Previous Amendments

- First CDBG-CV Amendment
  - Department of Housing and Urban Development ("HUD") awarded the City $129,348 in CDBG-CV funds
  - Amendment to the 2018-2022 Consolidated Plan and Annual Action Plan to allocate the CDBG-CV funds to a small business loan program and public services

- Second CDBG-CV Amendment
  - Additional round of CDBG-CV funds allocated the City $285,403
  - Second amendment allocated the additional CDBG-CV funding for business assistance grants and public services

Amendment to CDBG-CV Funding Summary

CDBG-CV Funded Activities	Current Funding	Proposed Funding
Business Assistance Grants	$192,702	$77,702
Age Well Senior Services (Meals on Wheels)	$0	$10,000
South County Outreach (Rent/Utility Assistance)	$0	$100,000
CDBG-CV Administration	$0	$5,000

Staff Recommendation to City Council:

1. Conduct a public hearing;

2. Declare the City Council finds the Third Amendment to the FY 2020-2021 Annual Action Plan is not subject to the California Environmental Quality Act ("CEQA") as the activity is not a project defined in Section 15378(b)(5) of the state CEQA Guidelines;

3. Approve and adopt the Third Amendment to the FY 2020-2021 Annual Action Plan for the use of Community Development Block Grant-Coronavirus ("CDBG-CV") funds; and

4. Authorize the City Manager to submit the Third Amendment to the FY 2020-2021 Annual Action Plan to the U.S. Department of Housing and Urban Development ("HUD") and to execute the HUD contract and authorize the City Manager to submit all related documents with the implementation of the Action Plan.