



Recent Opioid Settlements – Action Deadline April 7, 2023

Dear Carl Young:

Just a friendly reminder to send in your participation forms if you have not yet done so. The forms are due back by April 7 - see below for the links to the forms and how to submit.

Also, a couple of clarifying comments:

You have opted-in to receive the 20% settlement funds in your jurisdiction. You do not need to make any changes to that decision, however we will provide an opportunity once per year to make a change if so desired.

All opioid settlement funds that are received as a result of the settlements referenced below will follow the same Memorandum of Understanding that signed in 2021. This is not a new MOU, but rather participation forms for the new settlements that will follow the existing MOU.

If you have any questions, please be sure to reach out directly!

Thanks - Heidi Williams
303-819-9722

On behalf of Attorney General Phil Weiser, I am pleased to inform you that Colorado has reached settlement agreements with five additional opioid companies. Thanks to the collaboration of Colorado's counties and municipalities, our state maximized its settlement proceeds from previous opioid litigation and I am now asking that you review and sign-on to these recent settlements no later than **April 7, 2023** so that Colorado and HUERFANO COUNTY can maximize its share of these funds.

Colorado has reached settlements with Teva Pharmaceutical Industries Ltd. and Allergan Finance, LLC/Allergan Limited, as well as with Walmart Inc., CVS Health Corporation/CVS Pharmacy, Inc., and Walgreen Co. These settlements are summarized and settlement documents are linked below.

If HUERFANO COUNTY decides to join these settlements, please sign and submit the Participation Forms for each settlement with this [Google form](#) or send to Opioids@coag.gov no later than April 7, 2023.

In order for Colorado to maximize its share of the settlement proceeds, these opioid settlements (like prior opioid settlements) require that Colorado's Local Governments participate in the settlements by releasing their opioid-related legal claims against the settling Defendants. Further information and instructions for HUERFANO COUNTY to participate in the recent opioid settlements is below. HUERFANO COUNTY cannot receive funds from any opioid settlement it does not join.

Importantly, the terms of the Colorado Opioid Memorandum of Understanding ("Colorado MOU"), which governs the distribution of opioid settlement funds in Colorado, will also apply to the recent opioid settlements. HUERFANO COUNTY has already signed the Colorado MOU and does not need to re-sign it to participate in the recent opioid settlements. For your reference, the Colorado MOU can be found here: [Colorado MOU](#).

Summary of Recent Opioid Settlements

Teva & Allergan Settlements

Teva and Allergan are affiliated pharmaceutical opioid manufacturers. Colorado has reached settlements with each company (see [Teva](#) and [Allergan](#)), and HUERFANO COUNTY is required to join both settlements, or neither of them. Specifically, HUERFANO COUNTY does not have the option to join the Teva settlement and not join the Allergan settlement, or vice versa.

Under the terms of the Teva settlement, Colorado and its Local Governments stand to receive an estimated \$59 million if enough Local Governments join. Teva will pay this amount over 13 years. HUERFANO COUNTY previously elected to receive Opioid Funds directly and report on how it expends those funds for Approved Purposes. [Click here](#) to view the estimated amount that HUERFANO COUNTY will receive directly from the settlement with Teva if HUERFANO COUNTY joins. [Click here](#) to view the estimated amount that your Region(s) will receive from the settlement with Teva if HUERFANO COUNTY joins.

In addition to the monetary award from the Teva settlement, Colorado may elect to receive a distribution of generic naloxone nasal spray ("Settlement Product") manufactured and distributed at Teva's expense, which

is valued at \$24.2 million over 10 years. If Colorado does not elect to receive Settlement Product, Colorado will receive an additional cash payment estimated to be \$4.8 million paid over 10 years. Colorado may also elect to receive a partial distribution of Settlement Product and a partial additional cash payment. Under the terms of the Teva settlement, only the State can make the election to receive Settlement Product and/or an additional cash payment, and the State will do so every two years beginning in 2023. The Attorney General commits to consulting with the Colorado Opioid Abatement Council (“COAC”), and any other relevant state and local experts, to determine whether the State should accept Settlement Product and/or an additional cash payment, and in the event Colorado elects to receive any Settlement Product, to ensure the distribution of the Settlement Product is fair and equitable. In the event the State elects to receive an additional cash payment, those funds will be distributed in accordance with the Colorado MOU.

Under the terms of the Allergan settlement, Colorado and its Local Governments stand to receive an estimated \$35 million if enough Local Governments join. Allergan will pay this amount over 7 years. [Click here](#) to view the estimated amount that HUERFANO COUNTY will receive directly from the settlement with Allergan if HUERFANO COUNTY joins. [Click here](#) to view the estimated amount that your Region(s) will receive from the settlement with Allergan if HUERFANO COUNTY joins.

Under the terms of the settlements with Teva and Allergan, and under the terms of the Colorado MOU, all opioid settlement funds must be used for Approved Purposes (see Ex. A to the Colorado MOU) to abate the opioid crisis in Colorado.

If HUERFANO COUNTY elects to participate in the settlements with Teva and Allergan, it must complete and sign the [Participation Forms \(Attachments A and B\)](#), and return them no later than **April 7, 2023**, with this [Google form](#) or send to Opioids@coag.gov.

Walmart Settlement

Walmart is a chain pharmacy that dispenses prescription opioids.

Under the terms of the Walmart settlement, Colorado and its Local Governments stand to receive an estimated \$44 million if enough Local Governments join. Walmart will pay this amount over 6 years. [Click here](#) to view the estimated amount HUERFANO COUNTY will receive directly from the settlement with Walmart if HUERFANO COUNTY joins. [Click here](#) to view the estimated amount that your Region(s) will receive from the settlement with Walmart if HUERFANO COUNTY joins.

Under the terms of the settlement with Walmart, and under the terms of the Colorado MOU, all opioid settlement funds must be used for Approved Purposes (see Ex. A to the Colorado MOU) to abate the opioid crisis in Colorado.

The settlement documents with Walmart can be found here: [Walmart Settlement](#). If HUERFANO COUNTY elects to participate in this settlement with Walmart, it must complete and sign the [Participation Forms \(Attachment C\)](#), and return no later than **April 7, 2023**, with this [Google Form](#) or send to Opioids@coag.gov.

CVS Settlement

CVS is a chain pharmacy that dispenses prescription opioids.

Under the terms of the CVS settlement, Colorado and its Local Governments stand to receive an estimated \$78 million if enough Local Governments join. CVS will pay this amount over 10 years. [Click here](#) to view the estimated amount HUERFANO COUNTY will receive directly from the settlement with CVS if HUERFANO COUNTY joins. [Click here](#) to view the estimated amount that your Region(s) will receive from the settlement with CVS if HUERFANO COUNTY joins.

Under the terms of the settlement with CVS, and under the terms of the Colorado MOU, all opioid settlement funds must be used for Approved Purposes (see Ex. A to the Colorado MOU) to abate the opioid crisis in Colorado.

The settlement documents with CVS can be found here: [CVS Settlement](#). If HUERFANO COUNTY elects to participate in this settlement with CVS, it must complete and sign the [Participation Form \(Attachment D\)](#), and return no later than **April 7, 2023**, with this [Google Form](#) or send to Opioids@coag.gov.

Walgreens Settlement

Walgreens is a chain pharmacy that dispenses prescription opioids.

Under the terms of the Walgreens settlement, Colorado and its Local Governments stand to receive an estimated \$85 million if enough Local Governments join. Walgreens will pay this amount over 15 years. [Click here](#) to view the estimated amount HUERFANO COUNTY will receive directly from the settlement with Walgreens if HUERFANO COUNTY joins. [Click here](#) to view the estimated amount that your Region(s) will receive from the settlement with Walgreens if HUERFANO COUNTY joins.

Under the terms of the settlement with Walgreens, and under the terms of the Colorado MOU, all opioid settlement funds must be used for Approved Purposes (see Ex. A to the Colorado MOU) to abate the opioid crisis in Colorado.

The settlement documents with Walgreens can be found here: [Walgreens Settlement](#). If HUERFANO COUNTY elects to participate in this settlement with Walgreens, it must complete and sign the [Participation](#)

Form (Attachment E), and return no later than **April 7, 2023**, with this [Google Form](#) or send to Opioids@coag.gov.

The five recent opioid settlements represent another significant step in Colorado's efforts to end the opioid crisis in our state. In order for Colorado to maximize its share of these settlements, Local Government participation is essential. If enough Local Governments join the five settlements, Colorado stands to receive an estimated \$300 million in addition to the millions of dollars our state has already begun receiving from previous opioid settlements.

We appreciate the spirit of togetherness Colorado's Local Governments have embraced in our effort to solve the opioid crisis. We know you will give careful consideration to the five settlements discussed in this letter. We urge you to join each settlement so that Colorado can maximize its share of the proceeds and move closer to saving the lives of so many Coloradoans impacted by this epidemic.

If you have any questions or need any additional information, please contact me and my team at opioids@coag.gov.



Heidi K. Williams, MPA
Director of Opioid Response
Heidi.Williams@coag.gov



Colorado Opioid Settlement Distribution Funds -
Teva, Allergan, CVS, Walgreens, & Walmart Settlements

Estimated direct allocation for maximum Local Government participation

Participating Local Governments	Local Government Share Total	Teva Local Gov. Share (13 Years)	Allergan Local Gov. Share (7 Years)	CVS Local Gov. Share (10 Years)	Walgreens Local Gov. Share (14 Years)	Walmart Local Gov. Share (6 Years)
Alma	\$ 722.41	\$ 141.48	\$ 84.29	\$ 187.15	\$ 203.51	\$ 105.98
Arvada	\$ 712,258.83	\$ 139,495.66	\$ 83,104.87	\$ 184,520.49	\$ 200,646.71	\$ 104,491.10
Aspen	\$ 40,768.11	\$ 7,984.42	\$ 4,756.74	\$ 10,561.54	\$ 11,484.57	\$ 5,980.84
Aurora	\$ 2,380,568.00	\$ 466,233.47	\$ 277,759.70	\$ 616,719.02	\$ 670,617.37	\$ 349,238.44
Breckenridge	\$ 54,472.60	\$ 10,668.44	\$ 6,355.75	\$ 14,111.88	\$ 15,345.19	\$ 7,991.34
Broomfield	\$ 555,463.44	\$ 108,787.33	\$ 64,810.32	\$ 143,900.48	\$ 156,476.70	\$ 81,488.61
Buena Vista	\$ 11,762.86	\$ 2,303.75	\$ 1,372.47	\$ 3,047.33	\$ 3,313.65	\$ 1,725.66
Canon City	\$ 170,327.80	\$ 33,358.64	\$ 19,873.49	\$ 44,125.77	\$ 47,982.16	\$ 24,987.74
Carbondale	\$ 11,474.82	\$ 2,247.34	\$ 1,338.86	\$ 2,972.71	\$ 3,232.51	\$ 1,683.40
Cedaredge	\$ 10,929.67	\$ 2,140.57	\$ 1,275.25	\$ 2,831.48	\$ 3,078.94	\$ 1,603.43
Chaffee County	\$ 149,619.96	\$ 29,303.02	\$ 17,457.34	\$ 38,761.12	\$ 42,148.66	\$ 21,949.82
Commerce City	\$ 247,346.12	\$ 48,442.66	\$ 28,859.83	\$ 64,078.43	\$ 69,678.58	\$ 36,286.62
Crested Butte	\$ 2,500.20	\$ 489.66	\$ 291.72	\$ 647.71	\$ 704.32	\$ 366.79
Cripple Creek	\$ 59,675.28	\$ 11,687.38	\$ 6,962.79	\$ 15,459.71	\$ 16,810.81	\$ 8,754.59
Custer County	\$ 22,095.71	\$ 4,327.43	\$ 2,578.08	\$ 5,724.20	\$ 6,224.47	\$ 3,241.53
Delta	\$ 49,081.99	\$ 9,612.69	\$ 5,726.78	\$ 12,715.37	\$ 13,826.63	\$ 7,200.52
Denver	\$ 8,322,632.95	\$ 1,629,984.94	\$ 971,067.45	\$ 2,156,093.05	\$ 2,344,525.40	\$ 1,220,962.11
Dillon	\$ 8,641.15	\$ 1,692.37	\$ 1,008.23	\$ 2,238.61	\$ 2,434.25	\$ 1,267.69
Eagle County	\$ 208,737.33	\$ 40,881.14	\$ 24,355.03	\$ 54,076.29	\$ 58,802.30	\$ 30,622.57
Eaton	\$ 9,869.34	\$ 1,932.91	\$ 1,151.53	\$ 2,556.79	\$ 2,780.24	\$ 1,447.87
Edgewater	\$ 38,526.47	\$ 7,545.40	\$ 4,495.19	\$ 9,980.81	\$ 10,853.09	\$ 5,651.98
Empire	\$ 257.50	\$ 50.43	\$ 30.04	\$ 66.71	\$ 72.54	\$ 37.78
Englewood	\$ 334,795.99	\$ 65,569.68	\$ 39,063.30	\$ 86,733.53	\$ 94,313.63	\$ 49,115.85
Florence	\$ 44,470.74	\$ 8,709.58	\$ 5,188.75	\$ 11,520.76	\$ 12,527.62	\$ 6,524.03
Fort Collins	\$ 759,958.08	\$ 148,837.54	\$ 88,670.32	\$ 196,877.64	\$ 214,083.82	\$ 111,488.76
Frederick	\$ 26,390.18	\$ 5,168.51	\$ 3,079.15	\$ 6,836.74	\$ 7,434.24	\$ 3,871.54

Colorado Opioid Settlement Distribution Funds - Teva, Allergan, CVS, Walgreens, Walmart Settlements
 Estimated direct allocation for maximum Local Government participation

Participating Local Governments	Local Government Share Total	Teva Local Gov. Share (13 Years)	Allergan Local Gov. Share (7 Years)	CVS Local Gov. Share (10 Years)	Walgreens Local Gov. Share (14 Years)	Walmart Local Gov. Share (6 Years)
Fremont County	\$ 335,059.91	\$ 65,621.37	\$ 39,094.09	\$ 86,801.90	\$ 94,387.98	\$ 49,154.57
Frisco	\$ 13,580.17	\$ 2,659.67	\$ 1,584.51	\$ 3,518.13	\$ 3,825.60	\$ 1,992.26
Garfield County	\$ 354,666.54	\$ 69,461.33	\$ 41,381.75	\$ 91,881.26	\$ 99,911.26	\$ 52,030.94
Glendale	\$ 73,673.09	\$ 14,428.85	\$ 8,596.02	\$ 19,086.03	\$ 20,754.06	\$ 10,808.13
Golden	\$ 203,104.05	\$ 39,777.86	\$ 23,697.76	\$ 52,616.91	\$ 57,215.38	\$ 29,796.14
Greeley	\$ 662,391.61	\$ 129,729.18	\$ 77,286.47	\$ 171,601.70	\$ 186,598.88	\$ 97,175.38
Gunnison	\$ 6,313.74	\$ 1,236.55	\$ 736.67	\$ 1,635.66	\$ 1,778.61	\$ 926.25
Gunnison County	\$ 94,352.84	\$ 18,478.97	\$ 11,008.89	\$ 24,443.41	\$ 26,579.64	\$ 13,841.93
Huerfano County	\$ 94,861.78	\$ 18,578.65	\$ 11,068.28	\$ 24,575.25	\$ 26,723.01	\$ 13,916.59
Jefferson County	\$ 3,396,093.20	\$ 665,123.74	\$ 396,249.07	\$ 879,804.86	\$ 956,695.66	\$ 498,219.87
Johnstown	\$ 35,842.24	\$ 7,019.69	\$ 4,182.00	\$ 9,285.43	\$ 10,096.93	\$ 5,258.19
La Veta	\$ 15,384.31	\$ 3,013.01	\$ 1,795.01	\$ 3,985.52	\$ 4,333.83	\$ 2,256.94
Lake County	\$ 40,335.63	\$ 7,899.72	\$ 4,706.28	\$ 10,449.50	\$ 11,362.74	\$ 5,917.39
Lakewood	\$ 929,903.22	\$ 182,121.24	\$ 108,499.17	\$ 240,904.28	\$ 261,958.17	\$ 136,420.36
Larimer County	\$ 2,027,744.95	\$ 397,133.19	\$ 236,593.05	\$ 525,315.34	\$ 571,225.43	\$ 297,477.94
Las Animas	\$ 11,965.39	\$ 2,343.42	\$ 1,396.10	\$ 3,099.80	\$ 3,370.70	\$ 1,755.37
Littleton	\$ 549,780.91	\$ 107,674.42	\$ 64,147.29	\$ 142,428.34	\$ 154,875.90	\$ 80,654.96
Loveland	\$ 759,958.08	\$ 148,837.54	\$ 88,670.32	\$ 196,877.64	\$ 214,083.82	\$ 111,488.76
Marble	\$ 181.88	\$ 35.62	\$ 21.22	\$ 47.12	\$ 51.24	\$ 26.68
Mesa County	\$ 975,902.79	\$ 191,130.25	\$ 113,866.30	\$ 252,821.10	\$ 274,916.47	\$ 143,168.67
Mount Crested Butte	\$ 2,722.50	\$ 533.20	\$ 317.66	\$ 705.30	\$ 766.94	\$ 399.40
Mountain View	\$ 7,840.65	\$ 1,535.59	\$ 914.83	\$ 2,031.23	\$ 2,208.75	\$ 1,150.25
Naturita	\$ 489.96	\$ 95.96	\$ 57.17	\$ 126.93	\$ 138.02	\$ 71.88
New Castle	\$ 6,641.53	\$ 1,300.74	\$ 774.92	\$ 1,720.58	\$ 1,870.95	\$ 974.34
Northglenn	\$ 109,392.83	\$ 21,424.55	\$ 12,763.72	\$ 28,339.72	\$ 30,816.49	\$ 16,048.35
Oak Creek	\$ 1,353.62	\$ 265.11	\$ 157.94	\$ 350.67	\$ 381.32	\$ 198.58
Ouray County	\$ 22,577.60	\$ 4,421.82	\$ 2,634.30	\$ 5,849.04	\$ 6,360.22	\$ 3,312.22
Palmer Lake	\$ 3,025.99	\$ 592.64	\$ 353.07	\$ 783.92	\$ 852.44	\$ 443.92
Parachute	\$ 4,949.44	\$ 969.35	\$ 577.49	\$ 1,282.22	\$ 1,394.28	\$ 726.10
Pitkin	\$ 40.43	\$ 7.92	\$ 4.72	\$ 10.47	\$ 11.39	\$ 5.93
Pitkin County	\$ 45,678.47	\$ 8,946.11	\$ 5,329.67	\$ 11,833.64	\$ 12,867.84	\$ 6,701.21

Colorado Opioid Settlement Distribution Funds - Teva, Allergan, CVS, Walgreens, Walmart Settlements
 Estimated direct allocation for maximum Local Government participation

Participating Local Governments	Local Government Share Total	Teva Local Gov. Share (13 Years)	Allergan Local Gov. Share (7 Years)	CVS Local Gov. Share (10 Years)	Walgreens Local Gov. Share (14 Years)	Walmart Local Gov. Share (6 Years)
Platteville	\$ 8,011.15	\$ 1,568.98	\$ 934.72	\$ 2,075.40	\$ 2,256.78	\$ 1,175.27
Poncha Springs	\$ 8,469.96	\$ 1,658.84	\$ 988.26	\$ 2,194.26	\$ 2,386.03	\$ 1,242.57
Pueblo	\$ 1,427,252.95	\$ 279,527.02	\$ 166,528.90	\$ 369,749.59	\$ 402,063.97	\$ 209,383.47
Rangely	\$ 7,071.09	\$ 1,384.87	\$ 825.04	\$ 1,831.86	\$ 1,991.96	\$ 1,037.36
Rifle	\$ 24,500.06	\$ 4,798.33	\$ 2,858.62	\$ 6,347.08	\$ 6,901.78	\$ 3,594.25
Salida	\$ 30,056.33	\$ 5,886.52	\$ 3,506.91	\$ 7,786.51	\$ 8,467.01	\$ 4,409.38
Sedgwick County	\$ 33,845.42	\$ 6,628.61	\$ 3,949.02	\$ 8,768.12	\$ 9,534.41	\$ 4,965.26
Silt	\$ 7,484.80	\$ 1,465.90	\$ 873.31	\$ 1,939.04	\$ 2,108.50	\$ 1,098.05
Silverthorne	\$ 11,812.57	\$ 2,313.49	\$ 1,378.26	\$ 3,060.21	\$ 3,327.66	\$ 1,732.95
Steamboat Springs	\$ 83,962.55	\$ 16,444.04	\$ 9,796.57	\$ 21,751.66	\$ 23,652.65	\$ 12,317.63
Sterling	\$ 55,198.85	\$ 10,810.68	\$ 6,440.49	\$ 14,300.02	\$ 15,549.78	\$ 8,097.88
Summit County	\$ 119,030.45	\$ 23,312.08	\$ 13,888.23	\$ 30,836.48	\$ 33,531.44	\$ 17,462.22
Thornton	\$ 556,416.36	\$ 108,973.96	\$ 64,921.50	\$ 144,147.35	\$ 156,745.14	\$ 81,628.41
Vail	\$ 80,734.22	\$ 15,811.77	\$ 9,419.90	\$ 20,915.32	\$ 22,743.21	\$ 11,844.02
Weld County	\$ 1,120,928.41	\$ 219,533.46	\$ 130,787.59	\$ 290,391.99	\$ 315,770.88	\$ 164,444.49
Wellington	\$ 13,213.51	\$ 2,587.86	\$ 1,541.73	\$ 3,423.14	\$ 3,722.31	\$ 1,938.47
Westminster	\$ 661,162.32	\$ 129,488.43	\$ 77,143.04	\$ 171,283.23	\$ 186,252.58	\$ 96,995.04
Wheat Ridge	\$ 190,701.36	\$ 37,348.80	\$ 22,250.64	\$ 49,403.82	\$ 53,721.48	\$ 27,976.62
Windsor	\$ 49,605.19	\$ 9,715.16	\$ 5,787.83	\$ 12,850.91	\$ 13,974.02	\$ 7,277.27
Winter Park	\$ 9,734.51	\$ 1,906.50	\$ 1,135.80	\$ 2,521.86	\$ 2,742.26	\$ 1,428.09
Yampa	\$ 661.69	\$ 129.59	\$ 77.21	\$ 171.42	\$ 186.40	\$ 97.07

Colorado Local Government Opioid Participation Forms:

Please review, complete & sign **the five** Participation Forms and either:

- 1) **Upload with this Google Form**
<https://forms.gle/2qVN2xxkVXsg3mvi7>
- 2) **Or send to Opioids@coag.gov**

Participation Forms are due by no later than April 7th, 2023

Attachment A: Teva Settlement Participation Form

Attachment B: Allergan Settlement Participation Form

Attachment C: Walmart Settlement Participation Form

Attachment D: CVS Settlement Participation Form

Attachment E: Walgreens Settlement Participation Form

Please reach out to Opioids@coag.gov if you have any questions or need assistance.

Attachment A: Teva Settlement Participation Form

Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity:	State:
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.



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 Entities 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.



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

Signature: _____

Name: _____

Title: _____

Date: _____



Attachment B: Allergan Settlement Participation Form

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Governmental Entity:	State:
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.



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.



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

Signature: _____

Name: _____

Title: _____

Date: _____



Attachment C: Walmart Settlement Participation Form

EXHIBIT K

Subdivision Participation Form

Governmental Entity:	State:
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://nationalopiodsettlement.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.



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.



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

Signature: _____

Name: _____

Title: _____

Date: _____



Attachment D: CVS Settlement Participation Form

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
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.



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.



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: _____



Attachment E: Walgreens Settlement Participation Form

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
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.



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.



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: _____

