

THE STATE OF TEXAS §

COUNTY OF JOHNSON §

**ORDER (RESOLUTION) AUTHORIZING APPROVAL OF PROPOSED TEXAS STATEWIDE OPIOID SETTLEMENT AGREEMENTS**

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Johnson County, Texas, held on the 10<sup>th</sup> day of July, 2023, on motion made by Mike White Commissioner of Precinct 3 and seconded by Larry Woodley Commissioner of Precinct 4, the following Order (Resolution) was adopted:

WHEREAS, Johnson County obtained information indicating that certain drug companies and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the litigation (collectively, "Defendants") have engaged in fraudulent and/or reckless marketing and/or distribution of opioids that have resulted in addictions and overdoses; and

WHEREAS, these actions, conduct and misconduct have resulted in significant financial costs in the past to the County and will undoubtedly result in significant financial costs in the future; and

WHEREAS, the County brought or has investigated claims against (1) Walgreens Co., ("Walgreens Defendants"), CVS Health Corporation and CVS Pharmacy, Inc ("CVS Defendants"), and Walmart, Inc. ("Walmart Defendants), and certain other defendants related to potentially released claims; and (2) other defendants in the opioid supply chain on behalf of the County in *In Re: Texas Opioid Litigation*, MDL No. 2018-63587, currently pending in the 152nd District Court of Harris County, Texas and/or removed pending remand; and

WHEREAS, on May 16, 2023, the Walgreens Defendants, June 6, 2023 the CVS Defendants, and June 22, 2023 the Walmart Defendants in the opioid litigation brought by the County, the State of Texas, through the Office of the Attorney General, and a negotiation group for Texas political subdivisions entered into an Agreement entitled Walgreens Texas Settlement Agreement and Release, CVS Texas Settlement Agreement and Release, and Walmart Texas Settlement Agreement and Release (hereinafter collectively the "Texas Agreement"); and

WHEREAS, Special Counsel and the State of Texas have recommended that the Johnson County Commissioners Court support the adoption and approval of the Texas Agreement in its entirety; and

WHEREAS, even though the payments from the settlements reflect partial compensation to Johnson

County for the past damages it has suffered or the future damages it is likely to incur, given the risks of litigation, the fact that it is to the benefit of Texas and the County and its residents, and that it reduces the risks associated with protracted litigation;

NOW, THEREFORE, BE IT RESOLVED that we, the Commissioners Court of Johnson County:

1. Support the adoption and approval the Texas Agreement;
2. Authorizes the County to execute the Texas Release for the Texas Subdivision Participation Form and Release; and
3. Finds as follows:
  - a. There is a substantial need for repayment of past opioid-related expenditures and payment to help abate current and future opioid-related harms in and about Johnson County, Texas; and
  - b. The County Commissioners Court supports in its entirety the Texas Agreement. The County Commissioners Court understands that the purpose of each Settlement is to effectuate resolution of the Opioid Litigation against the Walgreens Defendants, CVS Defendants and Walmart Defendants. We also understand that an additional purpose is to ensure the effective means of distributing any potential settlement funds obtained under settlements in Texas and under the jurisdiction of Texas Courts in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic in this County and throughout Texas.

The County is hereby authorized to approve and accept the Texas Agreement as set forth herein.

The County Judge or designated official is hereby authorized to execute and deliver the settlement documents recommended for approval by Special Counsel in the above referenced case and to approve such terms and provisions for the full and final settlement of all matters set forth therein.

DONE IN OPEN COURT on this the 10<sup>th</sup> day of July, 2023.

JOHNSON COUNTY, TEXAS

  
\_\_\_\_\_  
Johnson County Judge

ATTEST:

  
\_\_\_\_\_  
Johnson, County Clerk



**Exhibit D**

**TEXAS SETTLEMENT SUBDIVISION PARTICIPATION FORM AND RELEASE**

Political Subdivision: Johnson County	Texas
Authorized Official: County Judge	
Address 1: 2 N. Main Street	
Address 2:	
City, State, Zip: Cleburne, Texas 76033	
Phone: 817-556-6360	
Email: countyjudge@johnsoncountytexas.org	

The governmental entity identified above (“Texas Political Subdivision”), in order to obtain and in consideration for the benefits provided to the Texas Political Subdivision pursuant to the Walgreens Texas Settlement Agreement and Full Release of All Claims dated May 25, 2023 (“Walgreens Texas Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Texas Settlement, release all Released Claims against all Releasees, and agrees as follows.

1. The Texas Political Subdivision above is aware of and has reviewed the Walgreens Texas Settlement Agreement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Political Subdivision, Hospital District or Independent School District elects to participate in the Walgreens Texas Settlement and become a Participating Political Subdivision, Hospital District or Independent School District as provided therein.
2. The Texas Political Subdivision shall immediately cease any and all litigation activities as to the Releasees and Released Claims and, within 14 days of executing this Participation Form, its counsel shall work with Walgreens’s counsel to dismiss with prejudice any Released Claims that it has filed.
3. The Texas Political Subdivision agrees to the terms of the Walgreens Texas Settlement Agreement pertaining to Political Subdivisions as provided therein.
4. By agreeing to the terms of the Walgreens Texas Settlement Agreement and becoming a Releasor, the Texas Political Subdivision is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date of the Release.
5. The Texas Political Subdivision submits to the exclusive jurisdiction and authority of the Texas Consolidated Litigation Court as defined in the Walgreens Texas Settlement Agreement. For the avoidance of doubt, nothing contained in this Participation Form, or the Walgreens Texas Settlement Agreement constitutes consent to jurisdiction, express or implied, over the governmental entity or its selected counsel to the jurisdiction of any other court or forum (including without limitation MDL 2804, the MDL 2804 Fee Panel, the MDL 2804 Enforcement Committee, or the Court in which any Texas Consent Judgment is filed) for any

purpose whatsoever.

6. The Texas Political Subdivision has the right to enforce the Walgreens Settlement in the Texas Consolidated Litigation Court as provided therein.
7. The Texas Political Subdivision, as a Participating governmental entity, hereby becomes a Releasor for all purposes in the Walgreens Texas Settlement Agreement, including but not limited to all provisions of Section VIII (Settlement of Claims, General Release, and Covenant Not to Sue), 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 Local Government 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 Releasee in any forum whatsoever. The releases provided for in the Walgreens Texas Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Releasee 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 Local Government to release claims. The Walgreens Texas Settlement shall be a complete bar to any Released Claim.
8. In connection with the releases provided for in the Walgreens Texas Settlement, each Local Government 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.

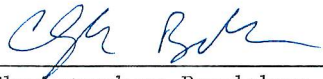
A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Local Government hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, 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 Texas Settlement.

9. The Texas Political Subdivision acknowledges, agrees, and understands that the Settlement Amount in Section IV of the Walgreens Texas Settlement Agreement for the benefit of the Participating Texas Political Subdivision, is less than or equal

to the amount, in the aggregate, of the Alleged Harms allegedly suffered by the governmental entity, constitutes restitution and remediation for damage or harm allegedly caused by Walgreens in order to restore, in whole or part, the governmental entity to the same position or condition that it would be in had it not suffered the Alleged Harms; and constitutes restitution and remediation for damage or harm allegedly caused by the potential violation of a law and/or is an amount paid to come into compliance with the law.

10. Nothing herein is intended to modify in any way the terms of the Walgreens Texas Settlement Agreement, to which the Texas Political Subdivision hereby agrees. To the extent this Election and Release is interpreted differently from the Walgreens Texas Settlement Agreement, the Walgreens Texas Settlement Agreement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Texas Political Subdivision.

Signature:   
Name: Christopher Boedeker  
Title: County Judge  
Date: July 10, 2023

**Exhibit D**

**TEXAS SETTLEMENT SUBDIVISION PARTICIPATION AND RELEASE FORM**

Political Subdivision:	Johnson County	Texas
Authorized Official:	County Judge	
Address 1:	2 N. Main Street	
Address 2:		
City, State, Zip:	Cleburne, Texas 76033	
Phone:	817-556-6360	
Email:	countyjudge@johnsoncountytexas.org	

The governmental entity identified above (“Texas Political Subdivision”), in order to obtain and in consideration for the benefits provided to the Texas Political Subdivision pursuant to the CVS Texas Settlement Agreement and Full Release of All Claims dated June 6, 2023 (“CVS Texas Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Texas Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Texas Political Subdivision above is aware of and has reviewed the CVS Settlement Agreement, 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 Texas Political Subdivision elects to participate in the CVS Texas Settlement and become a Participating Texas Political Subdivision as provided therein.
2. The Texas Political Subdivision shall immediately cease any and all litigation activities as to the Released Entities and Released Claims and, within 14 days of executing this Participation and Release Form, its counsel shall work with CVS’s counsel to dismiss with prejudice any Released Claims that it has filed.
3. The Texas Political Subdivision agrees to the terms of the CVS Texas Settlement pertaining to Texas Political Subdivisions as provided therein.
4. By agreeing to the terms of the CVS Texas Settlement and becoming a Releasor, the Texas Political Subdivision is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date of the Release.
5. The Texas Political Subdivision agrees to use any monies it received through the CVS Texas Settlement solely for the purposes provided therein.

6. The Texas Political Subdivision submits to the exclusive jurisdiction and authority of the Texas Consolidated Litigation Court as defined in the CVS Texas Settlement. For the avoidance of doubt, nothing contained in this Participation and Release Form, or the CVS Texas Settlement, constitutes consent to jurisdiction, express or implied, over the Texas Political Subdivision or its selected counsel to the jurisdiction of any other court (including without limitation MDL 2804, the MDL 2804 Fee Panel, the MDL 2804 Enforcement Committee, or the Court in which any Texas Consent Judgment is filed) for any purpose whatsoever.
7. The Texas Political Subdivision, as a Participating Texas Subdivision, has the right to enforce the CVS Texas Settlement in the Texas Consolidated Litigation Court as provided therein.
8. The Texas Political Subdivision, as a Participating Texas Subdivision, hereby becomes a Releasor for all purposes in the CVS Texas 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 Texas Political Subdivision 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 Entities in any forum whatsoever. The releases provided for in the CVS Texas Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entity 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 Texas Political Subdivision to release claims. The CVS Texas Settlement shall be a complete bar to any Released Claim.
9. The Texas Political Subdivision hereby takes on all rights and obligations of a Participating Texas Subdivision as set forth in the CVS Texas Settlement.
10. In connection with the releases provided for in the CVS Texas Settlement, each Texas Political Subdivision 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 Texas Political Subdivision 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 Texas Settlement.

11. The Texas Political Subdivision acknowledges, agrees, and understands that the Maximum Texas Settlement Amount to be paid under the CVS Texas Settlement for the benefit of the Participating Texas Political Subdivision, is less than or equal to the amount, in the aggregate, of the Alleged Harms allegedly suffered by the governmental entity, constitutes restitution and remediation for damage or harm allegedly caused by CVS in order to restore, in whole or part, the governmental entity to the same position or condition that it would be in had it not suffered the Alleged Harms; and constitutes restitution and remediation for damage or harm allegedly caused by the potential violation of a law and/or is an amount paid to come into compliance with the law.
12. Nothing herein is intended to modify in any way the terms of the CVS Texas Settlement Agreement, to which the Texas Political Subdivision hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Texas Settlement, the CVS Texas Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Texas Political Subdivision.

Signature:   
Name: Christopher Boedeker  
Title: County Judge  
Date: July 10, 2023

**Exhibit D**

**TEXAS SETTLEMENT SUBDIVISION PARTICIPATION AND RELEASE FORM**

Political Subdivision:	Johnson County	Texas
Authorized Official:	County Judge	
Address 1:	2 N. Main Street	
Address 2:		
City, State, Zip:	Cleburne, Texas 76033	
Phone:	817-556-6360	
Email:	countyjudge@johnsoncountytexas.org	

The governmental entity identified above (“Texas Political Subdivision”), in order to obtain and in consideration for the benefits provided to the Texas Political Subdivision pursuant to the Walmart Texas Settlement Agreement and Full Release of All Claims dated June 15, 2023 (“Walmart Texas Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Texas Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Texas Political Subdivision above is aware of and has reviewed the Walmart Settlement Agreement, 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 Texas Political Subdivision elects to participate in the Walmart Texas Settlement and become a Participating Texas Political Subdivision as provided therein.
2. The Texas Political Subdivision shall immediately cease any and all litigation activities as to the Released Entities and Released Claims and, within 14 days of executing this Participation and Release Form, its counsel shall work with Walmart’s counsel to dismiss with prejudice any Released Claims that it has filed.
3. The Texas Political Subdivision agrees to the terms of the Walmart Texas Settlement pertaining to Texas Political Subdivisions as provided therein.
4. By agreeing to the terms of the Walmart Texas Settlement and becoming a Releasor, the Texas Political Subdivision is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date of the Release.
5. The Texas Political Subdivision agrees to use any monies it received through the Walmart Texas Settlement solely for the purposes provided therein.


6. The Texas Political Subdivision submits to the exclusive jurisdiction and authority of the Texas Consolidated Litigation Court as defined in the Walmart Texas Settlement. For the avoidance of doubt, nothing contained in this Participation and Release Form, or the Walmart Texas Settlement, constitutes consent to jurisdiction, express or implied, over the Texas Political Subdivision or its selected counsel to the jurisdiction of any other court (including without limitation MDL 2804, the MDL 2804 Fee Panel, the MDL 2804 Enforcement Committee, or the Court in which any Texas Consent Judgment is filed) for any purpose whatsoever.
7. The Texas Political Subdivision, as a Participating Texas Subdivision, has the right to enforce the Walmart Texas Settlement in the Texas Consolidated Litigation Court as provided therein.
8. The Texas Political Subdivision, as a Participating Texas Subdivision, hereby becomes a Releasor for all purposes in the Walmart Texas 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 Texas Political Subdivision 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 Entities in any forum whatsoever. The releases provided for in the Walmart Texas Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entity 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 Texas Political Subdivision to release claims. The Walmart Texas Settlement shall be a complete bar to any Released Claim.
9. The Texas Political Subdivision hereby takes on all rights and obligations of a Participating Texas Subdivision as set forth in the Walmart Texas Settlement.
10. In connection with the releases provided for in the Walmart Texas Settlement, each Texas Political Subdivision 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 Texas Political Subdivision 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 Texas Settlement.

11. The Texas Political Subdivision acknowledges, agrees, and understands that the Maximum Texas Settlement Amount to be paid under the Walmart Texas Settlement for the benefit of the Participating Texas Political Subdivision, is less than or equal to the amount, in the aggregate, of the Alleged Harms allegedly suffered by the governmental entity, constitutes restitution and remediation for damage or harm allegedly caused by Walmart in order to restore, in whole or part, the governmental entity to the same position or condition that it would be in had it not suffered the Alleged Harms; and constitutes restitution and remediation for damage or harm allegedly caused by the potential violation of a law and/or is an amount paid to come into compliance with the law.
12. Nothing herein is intended to modify in any way the terms of the Walmart Texas Settlement Agreement, to which the Texas Political Subdivision hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walmart Texas Settlement, the Walmart Texas Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Texas Political Subdivision.

Signature:   
Name: Christopher Boedaker  
Title: County Judge  
Date: July 10, 2023