

THE STATE OF TEXAS §

COUNTY OF CLAY §

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

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Clay County, Texas, held on the 25th day of November, 2024, on motion made by Jack Rickett Commissioner of Precinct 2 and seconded by Ben Pharnes Commissioner of Precinct 1, the following Order (Resolution) was adopted:

WHEREAS, Clay 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 The Kroger Co. ("Kroger"), and certain other defendants related to potentially released claims; and (2) other defendants in the opioid supply chain on behalf of the County; and

WHEREAS, on October 30, 2024, the Kroger Defendant 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 Kroger Texas Statewide Opioid Settlement Agreement and Release (hereinafter collectively the "Texas Agreement"); and

WHEREAS, Special Counsel and the State of Texas have recommended that the Clay 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 Name 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 Clay 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 Clay County, Texas; and

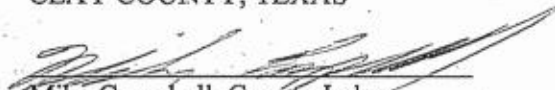
- b. The County Commissioners Court supports in its entirety the Texas Agreement. The County Commissioners Court understands that the purpose of each Settlement is to effectuate resolution of the Opioid Litigation against the Kroger Defendants. We also understand that an additional purpose is to ensure 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 25th day of November, 2024.

CLAY COUNTY, TEXAS


Mike Campbell, County Judge

ATTEST:

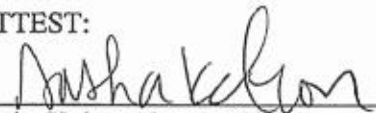

Sasha Kelton, County Clerk



Exhibit A

TEXAS SETTLEMENT SUBDIVISION PARTICIPATION AND RELEASE FORM

Political Subdivision:	Texas
CLAY COUNTY	
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

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 Kroger Texas Settlement Agreement and Full Release of All Claims dated _____ ("Kroger Texas Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Kroger 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 Kroger 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 Kroger 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 Kroger's counsel to dismiss with prejudice any Released Claims that it has filed.
3. The Texas Political Subdivision agrees to the terms of the Kroger Texas Settlement pertaining to Texas Political Subdivisions as provided therein.
4. By agreeing to the terms of the Kroger 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 Kroger 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 Kroger Texas Settlement. For the avoidance of doubt, nothing contained in this Participation and Release Form, or the Kroger 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 Kroger 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 Kroger 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 Kroger 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 Kroger 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 Kroger Texas Settlement.
10. In connection with the releases provided for in the Kroger 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 Kroger Texas Settlement.

11. The Texas Political Subdivision acknowledges, agrees, and understands that the Maximum Texas Settlement Amount to be paid under the Kroger 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 Kroger 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 Kroger Texas Settlement Agreement, to which the Texas Political Subdivision hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Texas Settlement, the Kroger 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: _____

Title: _____

Date: _____

Executive under 551.071:

Cause No. 7:18-cv-00031-D, County of Clay v. Purdue Pharma, LP, et al, United States District Court, Northern District of Texas, Wichita Falls Division

Action item:

Consideration of authorizing the County Judge or other authorized officials to execute the Settlement participation and release forms regarding settlement offers from Kroger.



BILL ALTMAN*+

BRAD ALTMAN+

JASON M. WILLETT

* BOARD CERTIFIED
PERSONAL INJURY TRIAL LAW
TEXAS BOARD OF LEGAL SPECIALIZATION

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Wichita Falls, Texas 76308

607 SW C Ave.
Lawton, Oklahoma 73501

Reply to: ☒ Wichita Falls, Texas
☐ Lawton, Oklahoma

LEGAL ASSISTANTS/PARALEGALS:

BEV SLOAN, CLA-CP*

* BOARD CERTIFIED PARALEGAL
PERSONAL INJURY TRIAL LAW
TEXAS BOARD OF LEGAL SPECIALIZATION

November 8, 2024

URGENT AND CONFIDENTIAL SETTLEMENT COMMUNICATIONS

Via Email: Mike.Campbell@co.clay.tx.us

Hon. Mike Campbell
County Judge
100 N. Bridge Street
Henrietta, TX 76365 #100

**Re: Cause No: 7:18-cv-00017-O, County of Clay v. Purdue Pharma, LP, et al,
United States District Court for the Northern District of Texas, Wichita Falls Division
Time Sensitive – Proposed Opioids Settlement – Releases Due by 12/18/24**

Dear Judge Campbell,

We have negotiated an additional settlement in the Texas Statewide Opioid Litigation with Retail Pharmacy Defendant Kroger, each subject to the County's approval and the County Judge's signature on or before December 18th. Please note that this deadline to return signed releases for this settlement means your Commissioners Court must approve the settlement before the Release is due. Because we are recommending you accept these settlements, please let us know as soon as possible on what date this can be heard by the Commissioners Court before December 18th.

THIS IS A FAST TRACK SETTLEMENT—when you have determined a date for the Commissioners Court meeting, please place an action item on your Commissioners Court Agenda. Recommended language for the action item is attached hereto. We recommend you participate in this settlement. Please sign and return the Release, once approved, by the Commissioners Court.

The attached Release, once signed, must be scanned and returned to my office as soon as possible, but no later than noon on December 18, 2024. Please ensure that you have this settlement on your meeting agenda and that you notify us of that meeting date.

Thank you for your attention to this matter. Please don't hesitate to call me with any questions.

Thank you,

Brad Altman

/b

Enc.