

THE STATE OF TEXAS

§

COUNTY OF POLK

§

§

**ORDER AUTHORIZING APPROVAL OF PROPOSED TEXAS
STATEWIDE OPIOID SETTLEMENT AGREEMENTS**

BE IT REMEMBERED, at a duly posted meeting of the Commissioners Court of Polk County, Texas, held on the 8th day of March, 2022, on motion duly made and seconded, the following Order (Resolution) was adopted:

WHEREAS, Polk 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) Endo Health Solutions, Inc., Endo Pharmaceuticals Inc., Endo International plc, Par Pharmaceutical Inc., or Par Pharmaceutical Companies, Inc. ("Endo Defendants"); (2) Teva Pharmaceutical Industries, Ltd., Teva Pharmaceuticals USA, Inc., Watson Laboratories, Inc., Actavis LLC, Actavis Pharma, and certain other defendants related to potentially released claims ("Actavis Defendants"; (3) McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation ("Distributor Defendants"), and (4) other defendants in the opioid supply chain on behalf of the County in *In Re: National Prescription Opiate Litigation*, MDL No. 1:17-md-022804, and *In Re: Texas Opioid Litigation*, MDL No. 2018-63587, currently pending in the 152d District Court of Harris County, Texas and/or removed pending remand; and

WHEREAS, on January 14, 2022, the Endo 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 Corrected Endo/Par Texas State-

Wide Opioid Settlement Agreement and Settlement Term Sheet (hereafter, the Texas Endo Settlement); and

WHEREAS, on January 14, 2022, the Teva 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 in Principle to be entitled Teva Texas State-Wide Opioid Settlement and Consent Judgment (hereafter, the Texas Teva Agreed Judgment); and

WHEREAS, on January 26, 2022, the Distributor 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 in Principle to be entitled Distributors Texas Settlement Agreement (hereafter, the Texas Distributor Settlement); and

WHEREAS, Special Counsel and the State of Texas have recommended that the Polk County Commissioners Court support the adoption and approval the Texas Endo Settlement in its entirety, the Texas Teva Agreed Judgment as proposed, and the Texas Distributor Settlement as proposed; and

WHEREAS, even though the payments from the settlements reflect partial compensation to Polk 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 this is a settlement with three groups of Defendants, 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 Polk County:

1. Support the adoption and approval the Texas Endo Settlement in its entirety; and
2. Support the adoption and approval the Texas Teva Agreed Judgment in its entirety; and
3. Support the adoption and approval the Texas Distributor Settlement in its entirety; and
4. Authorize the County to execute the Texas Release for the Texas Endo Settlement; and
5. Authorize the County to execute the Texas Release for the Texas Teva Settlement, to be held by Counsel in escrow until the Effective Date of the Settlement; and

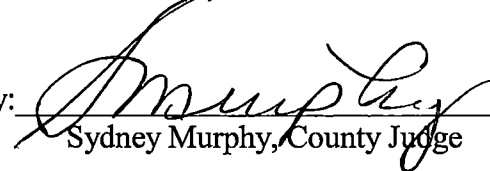
6. Authorize the County to execute the Texas Release for the Distributor Settlement, to be held by Counsel in escrow until the Effective Date of the Settlement; and
7. Finds as follows:
 - a. There is a substantial need for repayment of past opioid-related expenditures and payment to help abate current and future opioid-related harms in and about Polk County, Texas; and
 - b. The Polk County Commissioners Court supports in its entirety the Texas Endo Settlement, and the proposed Texas Teva Agreed Judgment and the proposed Texas Distributor Settlement. The Polk County Commissioners Court understands that the purpose of each Settlement is to effectuate resolution of the Opioid Litigation against the Endo Defendants, the Teva Defendants, and the Distributor 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 Endo Settlement, the Texas Teva Agreed Judgment, and the Texas Distributor Settlement as set forth herein.


The County Judge 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 8th day of March, 2022.

POLK COUNTY, TEXAS

By: 
Sydney Murphy, County Judge

ATTEST:



County Clerk

Exhibit L

Texas Participation Form and Release

The Texas governmental entity identified on the signature page below (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Texas Settlement Agreement dated February 7, 2022 (“*Distributor Texas Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Distributors’ Texas Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributors’ Texas Settlement, understands that all terms in this Texas Participation Form have the meanings defined therein, and agrees that by signing this Texas Participation Form, the Governmental Entity elects to participate in the Distributors’ Texas Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, jointly with the Distributors, within 14 calendar days of the Effective Date file a dismissal with prejudice of any Released Claims that it has filed and file a joint motion with the Distributors to sever claims.
3. The Governmental Entity agrees to the terms of the Distributors’ Texas Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributors’ Texas 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 Distributors’ Texas Settlement as provided therein.
6. The Governmental Entity submits to the jurisdiction of the Texas Consolidated Litigation Court. If the Global Settlement becomes effective by July 1, 2022, the Governmental Entity agrees to arbitrate disputes before the National Arbitration Panel as described in Section VI.F.1, Section VI.F.2, Section VIII.C.1, Section XI.B.4, Section XIV.E.3, Section XIV.E.4, Section XIV.T.2, and Exhibit P, of the Global Settlement. For the avoidance of doubt, nothing contained in this Texas Participation Form, or in the Distributors’ Texas Settlement, constitutes consent, express or implied, by the Governmental Entity or its selected counsel, to the jurisdiction of any federal court, including without limitation the MDL, for any purpose.
7. The Governmental Entity has the right to enforce the Distributors’ Texas Settlement in the Texas Consolidated Litigation Court as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributors’ Texas Settlement, including, but not limited to, all provisions of Section X, 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 Distributors' Texas 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 Distributors' Texas Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity shall have all rights and obligations of a Participating Subdivision as set forth in the Distributors' Texas Settlement.
10. In connection with the releases provided for in the Distributors' Texas 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, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

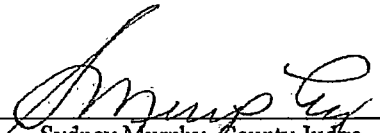
A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date,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

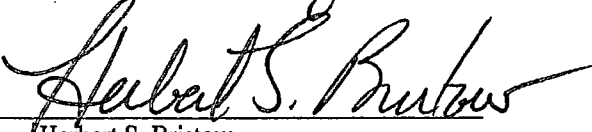
11. Nothing herein is intended to modify in any way the terms of the Distributors' Texas Settlement, to which Governmental Entity hereby agrees. To the extent this Texas Participation Form is interpreted differently from the Distributors' Texas Settlement in any respect, the Distributors' Texas Settlement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

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

Governmental Entity:	POLK COUNTY	State: TEXAS
Authorized Official:	Sydney Murphy, County Judge	
Address 1:	101 West Church Street	
Address 2:		
City, State, Zip:	Livingston, Texas 77351	
Phone:	(936) 327-6813	
Email:	sydney.murphy@co.polk.tx.us	

POLK COUNTY, TEXAS

By: 
 Sydney Murphy, County Judge

By: 
 Herbert S. Bristow
 State Bar No. 03020500
 HALEY & OLSON, P.C.
 100 N. Ritchie Road, Suite 200
 Waco, Texas 76712
 Telephone: (254) 776-3336
 Telecopier: (254) 776-6823
 Email: hbristow@haleyolson.com

And

HARRISON DAVIS STEAKLEY
 MORRISON JONES, P.C.
 5 Ritchie Road
 Waco, Texas 76712
 Telephone: (254) 761-3300

Counsel for POLK COUNTY, TEXAS

Exhibit A

**TEXAS SUBDIVISION AND SPECIAL DISTRICT
ELECTION AND RELEASE FORM**

This Election and Release Form for Texas Participating Subdivisions¹ resolves opioid-related Claims against Endo/Par under the terms and conditions set forth in the Endo/Par Texas State-Wide Opioid Settlement Agreement between Endo/Par, the State of Texas, and the Counties of Dallas, Bexar, Harris and Tarrant (the “Agreement”), the provisions of which are here incorporated by reference in their entirety. Upon executing this Election and Release Form, a Participating Subdivision agrees that, in exchange for the consideration described in the Agreement, the Participating Subdivision is bound by all the terms and conditions of the Agreement, including but not limited to the Release found in Section VII of the Agreement and the provisions concerning participation by Subdivisions or Special Districts in Section VIII, and the Participating Subdivision and its signatories expressly represent and warrant on behalf of themselves that they have, or will have obtained on or before the Effective Date or on or before the execution of this Election and Release Form if executed after the Effective Date, the authority to settle and release, to the maximum extent of the Subdivision’s and Special District’s power, all Released Claims related to Covered Conduct. If this Election and Release Form is executed on or before the Initial Participation Date, the Participating Subdivision shall dismiss Endo/Par and all other Released Entities with prejudice from all pending cases in which the Participating Subdivision has asserted Covered Claims against Endo/Par or a Released Entity no later than the Initial Participation Date. If this Election and Release Form is executed after the Initial Participation Date, the Participating Subdivision shall dismiss Endo/Par and all other Released

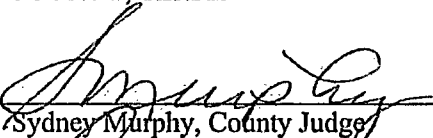
¹ The Agreement defines a “Participating Subdivision” as a Subdivision or Special District that signs this Election and Release Form and meets the requirements for becoming a Participating Subdivision under subsection VIII.A. of the Agreement.

Released Claims with prejudice and sever Teva and all other Released Entities from all pending cases in which the Participating Subdivision has asserted Covered Claims against Teva or a Released Entity concurrently with the execution of this form. By executing this Election and Release Form, the Participating Subdivision submits to the jurisdiction of the Honorable Robert Schaffer, *In Re: Texas Opioid Litigation*, MDL No. 18-0358, Master File No. 2018-63587, in the 152nd Judicial District Court, Harris County, Texas.

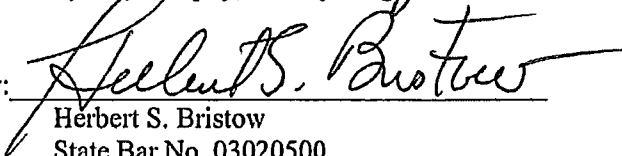
Dated: March 8, 2022

POLK COUNTY, TEXAS

By:


Sydney Murphy, County Judge

By:


Herbert S. Bristow
State Bar No. 03020500
HALEY & OLSON, P.C.
100 N. Ritchie Road, Suite 200
Waco, Texas 76712
Telephone: (254) 776-3336
Telecopier: (254) 776-6823
Email: hbristow@haleyolson.com

And

HARRISON DAVIS STEAKLEY
MORRISON JONES, P.C.
5 Ritchie Road
Waco, Texas 76712
Telephone: (254) 761-3300

Counsel for POLK COUNTY, TEXAS

Exhibit B

**TEXAS SUBDIVISION AND SPECIAL DISTRICT
ELECTION AND RELEASE FORM**

This Election and Release Form for Texas Participating Subdivisions¹ resolves opioid-related Claims against Teva under the terms and conditions set forth in the Teva Texas State-Wide Opioid Settlement Agreement between Teva, the State of Texas, and the Counties of Dallas, Bexar, Harris and Tarrant (the “Agreement”), the provisions of which are here incorporated by reference in their entirety. Upon executing this Election and Release Form, a Participating Subdivision agrees that, in exchange for the consideration described in the Agreement, the Participating Subdivision is bound by all the terms and conditions of the Agreement, including but not limited to the Release found in Section VII of the Agreement and the provisions concerning participation by Subdivisions or Special Districts in Section VIII, and the Participating Subdivision and its signatories expressly represent and warrant on behalf of themselves that they have, or will have obtained on or before the Effective Date or on or before the execution of this Election and Release Form if executed after the Effective Date, the authority to settle and release, to the maximum extent of the Subdivision’s and Special District’s power, all Released Claims related to Covered Conduct. If this Election and Release Form is executed on or before the Initial Participation Date, the Participating Subdivision shall dismiss the Released Claims with prejudice and sever Teva and all other Released Entities from all pending cases in which the Participating Subdivision has asserted Covered Claims against Teva or a Released Entity no later than the Initial Participation Date. If this Election and Release Form is executed after the Initial Participation Date, the Participating Subdivision shall dismiss the

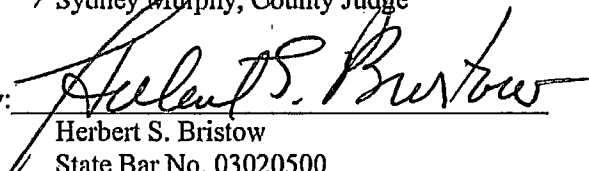
¹ The Agreement defines a “Participating Subdivision” as a Subdivision or Special District that signs this Election and Release Form and meets the requirements for becoming a Participating Subdivision under subsection VIII.A. of the Agreement.

Entities with prejudice from all pending cases in which the Participating Subdivision has asserted Covered Claims against Endo/Par or a Released Entity concurrently with the execution of this form. By executing this Election and Release Form, the Participating Subdivision submits to the jurisdiction of the Honorable Robert Schaffer, *In Re: Texas Opioid Litigation*, MDL No. 18-0358, Master File No. 2018-63587, in the 152nd Judicial District Court, Harris County, Texas.

Dated: March 8, 2022

POLK COUNTY, TEXAS

By: 
Sydney Murphy, County Judge

By: 
Herbert S. Bristow
State Bar No. 03020500
HALEY & OLSON, P.C.
100 N. Ritchie Road, Suite 200
Waco, Texas 76712
Telephone: (254) 776-3336
Telecopier: (254) 776-6823
Email: hbristow@haleyolson.com

And

HARRISON DAVIS STEAKLEY
MORRISON JONES, P.C.
5 Ritchie Road
Waco, Texas 76712
Telephone: (254) 761-3300

Counsel for POLK COUNTY, TEXAS