

Agenda Item No. CA-h
Meeting Date: April 10, 2023

Subject: Resolution 23-34, A Resolution Approving Documents Necessary for the City's Participation in Pending Settlements Pursuant to the Colorado Opioids Settlement Memorandum of Understanding

Background: In 2021, City Council approved the Colorado Opioid Settlement MOU, which governs the allocation, distribution, and expenditure of opioid settlement proceeds. At the same time, Council approved settlement participation forms related to settlements with Johnson & Johnson, Amerisource-Bergen, Cardinal Health, and McKesson.

The State has negotiated settlements with five additional opioid companies: Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC/Allergan Limited, Walmart Inc., CVS Health Corporation/CVS Pharmacy, Inc., and Walgreen Co. If the City wants to join these settlements, it must sign the attached settlement participation forms. Doing so will increase the funds received by all parties under the MOU.

The City's total direct local government share allocation from the initial settlements was about \$16k, and with the new settlements, this would increase to about \$29k, over 18 years which approximately \$1600 per year. Dacono previously opted-out of its direct allocation and redirected those funds to the Weld County Region, so the funds from the new settlements would also be directed to the region by default. The City can change that choice on an annual basis if they decide to retain the funds for direct management. The Weld County Region was set to receive about \$9 million from the initial settlements, and will receive around \$7 million additional funds from the new settlements, bringing the total available to the region at around \$16 million over the next 18 years.

If the City would like to participate in these settlements, it must advise the State by April 11.

Recommended Action: Staff recommends that City Council approve the attached resolution.

From: COAG Opioid Response Team <opioids@coag.gov>
Sent: Monday, February 13, 2023 10:17 AM
To: AJ Euckert <AEuckert@CityofDacono.com>
Subject: 2023 Opioid Settlement Participation Forms - ACTION NEEDED BY 4/7

Caution: This email originated from outside of the City of Dacono. Use caution - Do not click links or open attachments unless you recognize the sender and know the content is safe.



Recent Opioid Settlements – Action Deadline April 7, 2023

Dear AJ. Euckert:

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 DACONO 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 DACONO 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 DACONO to participate in the recent opioid settlements is below. DACONO 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. DACONO 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 DACONO is required to join both settlements, or neither of them. Specifically, DACONO 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. [Click here](#) to view the estimated amount that your Region(s) will receive from the settlement with Teva if DACONO 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 your Region(s) will receive from the settlement with Allergan if DACONO 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 DACONO 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 that your Region(s) will receive from the settlement with Walmart if DACONO 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 DACONO 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 that your Region(s) will receive from the settlement with CVS if DACONO 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 DACONO 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 that your Region(s) will receive from the settlement with Walgreens if DACONO 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 DACONO 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 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: _____



RESOLUTION NO. 23-34

A RESOLUTION APPROVING DOCUMENTS NECESSARY FOR THE CITY'S PARTICIPATION IN PENDING SETTLEMENTS PURSUANT TO THE COLORADO OPIOIDS SETTLEMENT MEMORANDUM OF UNDERSTANDING

WHEREAS, the City is party to that certain Colorado Opioids Settlement Memorandum of Understanding, dated August 26, 2021 (the "MOU"), governing the allocation, distribution, and expenditure of settlement proceeds, on behalf of the State of Colorado; and

WHEREAS, the MOU applies to all pending and future settlements reached with opioid manufacturers and distributors; and

WHEREAS, pursuant to the MOU, the City been asked to approve, sign, and return five (5) settlement participation forms regarding the pending settlements with Teva Pharmaceutical Industries Ltd., and Allergan Finance, LLC/Allergan Limited, Walmart Inc., CVS Health Corporation/CVS Pharmacy, Inc., and Walgreen Co. (the "Settlement Participation Forms"); and

WHEREAS, the City Council believes it to be in the best interest of the City to approve, sign, and return the Settlement Participation Forms, which will allow settlement proceeds to be used in the City for services, programs, and other purposes related to opioid crisis abatement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DACONO, COLORADO:

Section 1. The Subdivision and Special District Settlement Participation Forms (5) ("Settlement Participation Forms") regarding the pending settlements with Teva, Allergan, Walmart, CVS, and Walgreens, are hereby approved in essentially the same form as the copies of such Settlement Participation Forms accompanying this Resolution.

Section 2. The Mayor and City Clerk are authorized to execute the Settlement Participation Forms on behalf of the City, and the Mayor is hereby further granted authority to negotiate and approve such revisions to said Settlement Participation Forms as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms of such documents are not altered.

PASSED AND ADOPTED this 10th day of April, 2023.

CITY OF DACONO, COLORADO

Adam Morehead, Mayor

ATTEST:

Valerie Taylor, City Clerk

4/4/23 10:44 AM [mac] R:\Dacono\Resolution\2023-04-4 Opioids Sett Partic (2023).reso.docx