EATON COUNTY BOARD OF COMMISSIONERS
SPECIAL MEETING
MONDAY, FEBRUARY 6, 2023 AGENDA

I. Call to Order-7:00 p.m.

II. Pledge of Allegiance To The Flag

III. Invocation

IV. Roll Call

V. Approve agenda

VI. Public Comment

VII. Opioid Litigation Settlement Agreements

VIII. Public Comment

EATON COUNTY CONTROLLER/PERSONNEL

1045 Independence Blvd
Charlotte, MI 48813

(517) 543-2122
(517) 543-3331 Fax

Connie L. Sobie
Controller/Administrator

TO: Eaton County Board of Commissioners

FROM: Connie Sobie, Controller/Administrator

SUBJECT: Approval of Meijer Opioid Settlement Agreement

DATE: February 3, 2023

Background
On February 21, 2018, the Eaton County Board of Commissioners passed Resolution #18-2-19 (attached), which retained Sommers Schwartz, P.C. as legal counsel that authorized filing a lawsuit as part of the National Opioid Litigation ("Litigation"). Legal Counsel was directed to pursue all civil remedies which may be afforded the County under law against national manufacturers and/or wholesale distributors involving opioid/opiate abuse, addiction, morbidity, and mortality in Eaton County. Compensation for legal counsel was on a contingent fee basis of 30%.

The Board of Commissioners participated in the partial settlement of the Litigation on December 15, 2021 (attached). In the Midwest, a regional settlement with Meijer has been proposed totaling $35 Million, which is being recommended by our legal counsel for participation. Eaton County would receive a net, one-time only distribution of $1,556,250. This amount represents a gross distribution of $2,075,000 less attorney fees of $363,125 and a "Common Benefit Holdback" of $155,625. All settlement of claims in the National Opioid Litigation require the holdback by order of the District Court Judge managing the multi-district litigation. The attorney fee amount deducted is less than the contingent fee agreement approved by the County Board in its February 21, 2018 resolution.

The deadline for a decision to participate in the Meijer settlement must be submitted by **February 9, 2023**.

The complete settlement agreement, email from legal counsel, and all other documents are provided for your review.

Recommendation
Adoption of the attached resolution to participate in the regional Meijer partial settlement agreement as presented.

EATON COUNTY BOARD OF COMMISSIONERS

FEBRUARY 6, 2023

RESOLUTION AUTHORIZING PARTICIPATION IN THE REGIONAL MEIJER PARTIAL SETTLEMENT AGREEMENT

WHEREAS, Eaton County, Michigan filed a lawsuit in the United States District Court to address the public nuisance that is the Opioid Epidemic, which named, among other companies, the following four national manufacturers and distributors as Defendants:

1. Janssen Pharmaceuticals, Inc. (a prescription opioids manufacturer);
2. Amerisource Bergen Corp. (a prescription opioids wholesaler distributor);
3. Cardinal Health, Inc. (a prescription opioids wholesaler distributor); and
4. McKesson Corporation (a prescription opioids wholesaler distributor); and

WHEREAS, regionally, some retail pharmacy operations were large enough to have a significant impact on the over-use and abuse of Opioids and as such the Meijer group of companies was joined in the litigation; and

WHEREAS the Meijer companies agreed to a $35 Million settlement and the County's legal counsel, along with the Plaintiff's Executive Committee of the Multi-District Opioid Litigation, recommend accepting the settlement agreement as described in the exhibits attached to this resolution.

NOW THEREFORE BE IT RESOLVED, the Eaton County Board of Commissioners approves the County's acceptance of the regional Meijer's partial settlement agreement, in connection with the National Opioid Litigation; and

BE IT FURTHER RESOLVED, that the Eaton County Controller/Administrator is authorized to sign all documents necessary to complete the settlement agreement.

EATON COUNTY BOARD OF COMMISSIONERS

February 21, 2018

RESOLUTION DECLARING THAT THE UNLAWFUL DISTRIBUTION OF PRESCRIPTION CONTROLLED SUBSTANCES HAS CREATED A PUBLIC NUISANCE AND A SERIOUS PUBLIC HEALTH AND SAFETY CRISIS FOR THE CITIZENS OF EATON COUNTY

Introduced by Commissioner Joseph Brehler

Commissioner Brehler moved for the approval of the following resolution. Seconded by Commissioner Barnes.

WHEREAS, the Board of County Commissioners is the policy-determining body of the County; and

WHEREAS, the Board of County Commissioners has the authority to take action to protect the public health, safety, and welfare of the citizens of Eaton County; and

WHEREAS, there exists a serious public health and safety crisis involving opioid/opiate abuse, addiction, morbidity, and mortality in Eaton County; and

WHEREAS, the diversion of legally produced controlled substances into the illicit market causes or contributes to the serious public health and safety crisis involving opioid/opiate abuse, addiction, morbidity, and mortality in Eaton County; and

WHEREAS, the violation of any laws of Michigan or of the United States of America controlling the distribution of a controlled substance is inimical, harmful, and adverse to the public welfare of the citizens of Eaton County and constitutes a public nuisance; and

WHEREAS, the Board of County Commissioners has the authority to abate, or cause to be abated, any public nuisance including those acts that significantly interfere with the public health, safety, and welfare of the citizens of Eaton County; and

WHEREAS, the Board of County Commissioners has expended, is expending, and will continue to expend in the future County public funds to respond to the serious public health and safety crisis involving opioid/opiate abuse, addiction, morbidity, and mortality in Eaton County; and

WHEREAS, the Board of County Commissioners may sue to obtain any money due the County; and

WHEREAS, the Board of County Commissioners has received information that indicates that the manufacturers and wholesale distributors of controlled substances who dispensed or otherwise caused opioids to be diverted into Eaton County may have violated federal and state laws and regulations that were enacted to prevent the diversion of legally produced controlled substances into the illicit market; and

WHEREAS, the citizens of Eaton County will benefit from the retention of special outside counsel to investigate and pursue, if appropriate, County claims against the manufacturers and/or wholesale distributors of controlled substances in Eaton County, on a contingent fee basis, wherein there is no attorney fee or reimbursement of litigation expenses if there is no recovery; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Eaton County, Michigan with at least two-thirds of its members thereto concurring as follows

SECTION I

That the Board of County Commissioners hereby declares that opiate/opioid abuse, addiction, morbidity and mortality has created a serious public health and safety crisis in Eaton County, Michigan, and is a public nuisance; and

SECTION II

That the Board of County Commissioners of Eaton County, Michigan, hereby retains the firm of Sommers Schwartz, P.C., 1 Towne Square, Suite 1700, Southfield, MI 48076, and such other legal counsel as needed, as Special Counsel to represent the Board of County Commissioners, to investigate and, if appropriate, pursue all civil remedies which may be afforded under law as against the manufacturers and/or wholesale distributors in the chain of distribution of controlled substances who have caused or contributed to the public nuisance and serious public health and safety crisis involving opioid/opiate abuse, addiction, morbidity, and mortality in Eaton County, with the compensation therefore on a contingent fee basis, in concert with the contingent fee agreement that is designated as "Authority to Represent" and for which all members of the Board of County Commissioners are authorized to execute the afore stated contingent fee agreement, the same of which is identified as Exhibit A and attached hereto and made a part hereof in its entirety.

SECTION III

That the Board of County Commissioners hereby finds and determines that all formal actions relative to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of the Board and its Committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with all applicable legal requirements. Roll call vote: Ayes: Barnes, Augustine, Pearl-Wright, Whitacre, Freeman, Brehler, Droscha, Eakin, Ridge, Lautzenheiser, Wood and Rogers. Nays: Mulder. Abstain: Spence. Carried.

COUNTY OF EATON)
STATE OF MICHIGAN) SS
I, Diana Bosworth, Clerk of the Eaton County Board of Commissioners do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Board at its meeting held on February 21, 2018
and is on file in the Eaton County Clerk's office.

Dated: 2-26-18
Deputy Clerk

AUTHORITY TO REPRESENT

RE: County of Eaton (Michigan) civil suit against those legally responsible for the wrongful distribution of prescription opiates/opioids and damages caused thereby.

The County of Eaton (hereinafter "CLIENT") hereby retains the law firm SOMMERS SCHWARTZ, P.C., pursuant to the Michigan Rules of Professional Conduct, on a contingent fee basis, to pursue ***all*** civil remedies against those in the chain of distribution of prescription opiates responsible for the opioid epidemic which is plaguing the County of Eaton (Michigan) including, but not limited to, filing a claim for public nuisance to abate the damages caused thereby. **LISA ESSER-WEIDENFELLER, Esq. (Michigan P#70628), JASON THOMPSON Esq. (Michigan P#47184) and ROBERT SICKELS, Esq. (Michigan P#29086)** of the law firm SOMMERS SCHWARTZ, P.C., shall serve as LEAD COUNSEL. CLIENT authorizes lead counsel to employ and/or associate additional counsel, with consent of CLIENT, to assist LEAD COUNSEL in the just prosecution of the case. CLIENT consents to the participation of the following firms:

SOMMERS SCHWARTZ, P.C.
1 Towne Square, Suite 1700
Southfield, Michigan 48076

GREENE, KETCHUM, FARRELL, BAILEY & TWEEL, LLP
419 11st Street
Huntington, West Virginia 25701

LEVIN, PAPANTONIO, THOMAS, MITCHELL, RAFFERTY & PROCTOR, PA
316 South Baylen Street
Pensacola, Florida 32502

BARON & BUDD, P.C.
3102 Oak Lawn Avenue, #1100
Dallas, Texas 75219

HILL PETERSON CARPER BEE & DEITZLER, PLLC
500 Tracy Way
Charleston, West Virginia 25311

MCHUGH FULLER LAW GROUP
97 Elias Whiddon Road
Hattiesburg, Mississippi 39402

In consideration, CLIENT agrees to pay thirty ____________ percent (30___%) of the total recovery (gross) in favor of the CLIENT as an attorney fee whether the claim is resolved by compromise, settlement, or trial and verdict (and appeal). The gross recovery shall be calculated on the amount obtained before the deduction of costs and expenses. CLIENT grants Attorneys an interest in a fee based on the gross recovery. If a court awards attorneys' fees, Attorneys shall receive the "greater of ' the gross recovery-based contingent fee or the attorneys' fees awarded. There is no fee if there is no recovery.

SOMMERS SCHWARTZ, P.C., and the other law firms, hereinafter referred to as the "Attorneys," agree to advance all necessary litigation expenses necessary to prosecute these claims. All such litigation expenses, including the reasonable internal costs of electronically stored information (ESI) and electronic discovery generally or the direct costs incurred from any outside contractor for those services, will be deducted from any recovery after the contingent fee is calculate. **There is no reimbursement of litigation expenses if there is no recovery.**

The CLIENT acknowledges this fee is reasonable given the time and labor required, the novelty and difficulty of the questions involved , and the skill requisite to perform the legal service properly, the likelihood this employment will preclude other employment by the Attorneys, the fee customarily charged in the locality for similar legal services, the anticipated (contingent) litigation expenses and the anticipated results obtained, the experience, reputation, and ability of the lawyer or lawyers performing the services and the fact that the fee is contingent upon a successful recovery.

This litigation is intended to address a significant problem in the community. The litigation focuses on the manufacturers and wholesale distributors and their role in the diversion of millions of prescription opiates/opioids into the illicit market which has resulted in opioid addiction, abuse, morbidity and mortality. There is no easy solution and no precedent for such an action against this sector of the industry. Many of the facts of the case are locked behind closed doors. The billion dollar industry denies liability. The litigation will be very expensive and the litigation expenses will be advanced by the Attorneys with reimbursement contingent upon a successful recovery. The outcome is uncertain, as is all civil litigation, with compensation contingent upon a successful recovery. Consequently, there must be a clear understanding between the CLIENT and the Attorneys regarding the definition of a "successful recovery."

The Attorneys intend to present a damage model designed to abate the public health and safety crisis. This damage model may take the form of money damages or equitable remedies (e.g., abatement fund). The purpose of the lawsuit is to seek reimbursement of the costs incurred in the past fighting the opioid epidemic and/or recover the funds necessary to abate the health and safety crisis caused by the unlawful conduct of the wholesale distributors. The CLIENT agrees to compensate the Attorneys, contingent upon prevailing, by paying ___30___% of any settlement/resolution/judgment, in favor of the CLIENT, whether it takes the form of monetary damages or equitable relief. For instance, if the remedy is in the form of monetary damages, CLIENT agrees to pay _30____% of the gross amount to Attorneys as compensation and then reimburse the reasonable litigation expenses. If the remedy is in the form of equitable relief (e.g., abatement fund), CLIENT agrees to pay _30___% of the gross value of the equitable relief to the Attorneys as compensation and then reimburse the reasonable litigation expenses. To be clear, Attorneys shall not be paid nor receive reimbursement from public funds. However, any judgment arising from successful prosecution of the case, or any consideration arising from a settlement of the matter, whether monetary or equitable, shall not be considered public funds for purposes of calculating the contingent fee. Under no circumstances shall the CLIENT be obligated to pay any Attorneys fee or any litigation expenses except from moneys expended by defendant(s) pursuant to the resolution of the CLIENT'S claims. If the defendant(s) expend their own resources to abate the public health and safety crisis in exchange for a release of liability, then the Attorneys will be paid the designated contingent fee from the resources expended by the defendant(s). CLIENT acknowledges this is a necessary condition required by the Attorneys to dedicate their time and invest their resources on a contingent basis to this enormous project. If the defendant(s) negotiate a release of liability, then the Attorneys should be compensated based upon the consideration offered to induce the dismissal of the lawsuit.

The division of fees, expenses and labor between the Attorneys will be decided by private agreement between the law firms and subject to approval by the CLIENT. Any division of fees will be governed by the Michigan Rules of Professional Conduct including: (1) the division of fees is in proportion to the services performed by each lawyer or each lawyer assumes joint responsibility for the representation and agrees to be available for consultation with the CLIENT; (2) the CLIENT has given *written* consent after full disclosure of the identity of each lawyer, that the fees will be divided, and that the division offers will be in proportion to the services to be performed by each lawyer or that each lawyer will assume joint responsibility for the representation; (3) except where court approval of the fee division is obtained, the *written* closing statement and remittance in a case involving a contingent fee shall be signed by the CLIENT and each lawyer and shall comply with the terms of Rule 1.5 of the Michigan Rules of Professional Conduct; and (4) the total fee is *reasonable.*

LEAD COUNSEL shall appoint a contact person to keep the CLIENT reasonably informed about the status of the matter in a manner deemed appropriate by the CLIENT. The CLIENT at all times shall retain the authority to decide the disposition of the case and maintain absolute control of the litigation.

Upon conclusion of this matter, LEAD COUNSEL shall provide the CLIENT with a written statement stating the outcome of the matter and, if there is a recovery, showing the remittance to the client and the method of its determination. The closing statement shall specify the manner in which the compensation was determined under the agreement, any costs and expenses deducted by the lawyer from the judgment or settlement involved, and, if applicable, the actual division of the lawyers' fees with a lawyer not in the same firm, as required in Rule 1.5(e) of the Michigan Rules of Professional Conduct. The closing statement shall be signed by the CLIENT and each attorney among whom the fee is being divided.

Nothing in this Agreement and nothing in the Attorneys' statement to the CLIENT may be construed as a promise or guarantee about the outcome of this matter. The Attorneys make no such promises or guarantees. Attorneys' comments about the outcome of this matter are expressions of opinion only and the Attorneys make no guarantee as to the outcome of any litigation, settlement or trial proceedings.

SIGNED, this 21st day of February, 2018.

County of Eaton

Blake Mulder db

Blake Mulder, Chairman, Board of Commissioners

ACCEPTED:

SOMMERS SCHWARTZ, P.C.
1 Towne Square
Suite 1700
Southfield, MI 48076

By: ______________________________
Lead Counsel

Date:

#21-12-135

EATON COUNTY BOARD OF COMMISSIONERS

December 15, 2021

RESOLUTION AUTHORIZING ENTRY OF STATE LOCAL GOVERNMENT INTRASTATE AGREEMENT CONCERNING ALLOCATION OF SETTLEMENT PROCEEDS IN THE NATIONAL OPIOIDS LITIGATION

Introduced by the Ways and Means Committee

Commissioner Mulder moved the approval of the following resolution. Seconded by Commissioner Ridge.

WHEREAS, the Eaton County, Michigan filed a lawsuit in the United States District Court to address the public nuisance that is the Opioid Epidemic, which named, among other companies, the following four Defendants ("Settling Defendants"):

1. Janssen Pharmaceuticals, Inc. (a prescription opioids manufacturer);
2. Amerisource Bergen Corp. (a prescription opioids wholesaler distributor);
3. Cardinal Health, Inc. (a prescription opioids wholesaler distributor); and
4. McKesson Corporation (a prescription opioids wholesaler distributor)

AND WHEREAS the lawsuit was subsequently transferred to the United States District Court in the Northern District of Ohio and centralized as part of *In re National Prescription Opiate Litigation,* MDL 2804; Case No. 1:17-md-2804, which is presided over by the Honorable Dan Aaron Polster, United State Federal District Court Judge;

AND WHEREAS the Settling Defendants have negotiated proposed national settlement agreements ("Proposed Settlements") with the State Attorneys General, and a Plaintiff Executive Committee-designated negotiating committee that represents approximately 4,000 local governments that have brought lawsuits similar to Eaton County, Michigan's lawsuit;

AND WHEREAS the Proposed Settlements contain a "default" allocation method where settlement funds that are allocated to a particular state to resolve the claims asserted by state and local governments within that state are allocated as follows:

- 15% of settlement proceeds paid under the Proposed Settlements are allocable to the State;
- 15% of the settlement proceeds are allocable to local governments; and
- 70% of the settlement proceeds are allocable to an opioid abatement fund;

3. The creation of a National Clearinghouse for wholesale distributors that will assist in the detection, suspension and reporting of suspicious orders of prescription opioids products; and
4. The payment of up to $26 billion (depending upon the level of participation of state and local governments in the Proposed Settlements) in funding installments over the next 18 years, the bulk of which will be dedicated to funding abatement and prevention strategies associated with the opioids public nuisance.

NOW THEREFORE, Eaton County, Michigan authorizes the execution of Participation Agreements for: 1. the Master Settlement Agreement with Janssen Pharmaceuticals, Inc.; and 2. the Master Settlement Agreement with the three wholesale distributor defendants (Cardinal, Amerisource Bergen and McKesson), both of which are listed and available to the public at https://nationalopioidsettlement.com/. Specimen copies of the material terms of the participation agreements are attached as an exhibit to this resolution. Carried unanimously.

AND WHEREAS the Proposed Settlements enable the state and local governments within a State to negotiate alternative allocation methods to the "default" allocation method referenced above;

AND WHEREAS, Eaton County, Michigan desires to enter into an alternative allocation method which allocates settlement funds solely to:

1. Participating Local Governments who have elected to participate in the Proposed Settlements; and
2. the State of Michigan.

NOW THEREFORE, Eaton County, Michigan authorizes the execution of a Michigan State-Subdivision Agreement For Allocation of Distributor Settlement Agreement and Janssen Settlement Agreement substantially similar to the proposed agreement attached to this resolution. Eaton County, Michigan also authorizes execution of a similar state-subdivision agreement to the extent that it provides a substantially similar allocation of settlement or bankruptcy proceeds obtained from opioids litigation with any other entity. Carried unanimously.

Sent: Mon, Jan 23, 2023 3:30 pm

From: opioidlitigation@levinlaw.com

Subject: Action Required - Meijer Opioid Settlement - PROTECTED - CONFIDENTIAL - ATTORNEY CLIENT PRIVILEGED

This litigation update is provided to government entities represented by the National Consortium and is protected by the attorney-client privilege. This is not a public record. Please place a notice of "Opioid Litigation Update" on your public meeting agendas but discuss these updates during executive session to preserve attorney-client privilege.

Dear Client:

ACTION STEP: Please have the individual authorized to bind your local community promptly execute the Participation Agreement in the link below. Please then send the executed Participation Agreement via e-mail to: opioidsettlement@levinlaw.com

On behalf of the national consortium of law firms representing you in the opioid litigation, we wanted to provide this follow-up to our letter earlier this month related to the five (5) new proposed national settlements. The purpose of this letter is to update you on a proposed regional settlement that involves a limited subset of all national cases. This is the first settlement involving a grocery store chain that includes pharmacies in its stores. This defendant, Meijer, Inc., has grocery stores in select states and the proposed settlement covers cases in MI, KY, IN, IL and OH. Unlike the national settlements, this regional chain has a much smaller market share. This settlement encompasses Meijer stores that equate to a national market share of 0.1% (one tenth of one percent). This settlement is for a total sum of $35,000,000.00 and will be payable upon completion of the sign-on/approval process discussed below.

Included in the link below are all the settlement documents that will provide more details of the settlement. It also includes the documents necessary for approval of the settlement, including the Binding Term Sheet, Settlement Agreement, and all exhibits thereto. Of significance for the approval process is the Meijer Settlement Participation Agreement - Exhibit 1 to Settlement Agreement, which will permit each Plaintiff to opt into the settlement, and Exhibit A - Table of Actions Plaintiffs and Settlement Allocations, which lays out each Plaintiff's respective share of the settlement. These allocations were negotiated with Meijer and, except for Montgomery County, OH, are based on Meijer's market share in your respective municipality or county. Montgomery County was negotiated separately because it was the next bellwether case to be tried that included Meijer as a defendant. The pressure created from litigating Montgomery County's case is the only reason Meijer was willing to negotiate a settlement at this time. For the same reasons set out in our most recent update letter, as your outside counsel in the opioid litigation we recommend that you participate in the Meijer settlement. The deadline for a decision on participation in the Meijer settlement is February 9, 2023.

We are asking that you place this matter on the next agenda for approval by the appropriate commission, council, board, or committee members. Once you have approved the Meijer settlement you will need to complete the Meijer Settlement Participation Agreement Exhibit 1 to Settlement Agreement, which again is included in the link below, and then send that completed Participation Agreement to opioidsettlement@levinlaw.com . We will work to answer any questions that you may have leading up to the approval process, and if we can assist in any way please do not hesitate to let us know.

Link to settlement documents: https://spaces.hightail.com/space/KwTuWGC4iq

Peter J. Mougey
Shareholder/Chair, Securities & Business Litigation Department
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Pensacola, FL 32502-5996
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National Prescription Opioids Litigation Consortium

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To ensure prompt delivery of these updates, please add opioidlitigation@levinlaw.com to your contacts and work with your IT department to ensure levinlaw.com is on your safe senders list.

Binding Term Sheet

This Binding Term Sheet ("Agreement" or "BTS") is effective as of the 16th day of November, 2022 ("BTS Effective Date") and is entered into by and between Meijer, Inc., Meijer Distribution, Inc., Meijer Stores Limited Partnership, and Meijer Great Lakes Limited Partnership (collectively, "Meijer" and each a "Meijer Entity"), on the one hand, and the Plaintiff's Executive Committee appointed by the MDL Court ("MDL PEC") and counsel for the cities, counties, municipalities, Native American tribes, and/or other entities shown on Exhibit A hereto ("Plaintiffs' Counsel" and "Plaintiffs" respectively), on the other.[1] This Agreement is intended to set forth the terms of the agreement reached by the Parties at the mediation on November 16, 2022 in Chicago, Illinois with respect to the actions identified in Exhibit A brought by Plaintiffs against Meijer (the "Actions").

1. Meijer shall pay a maximum of thirty-five million dollars ($35,000,000) in full settlement of all claims that were or could have been asserted in the Actions, inclusive of all costs and fees, including without limitation attorney fees, required common benefit fund payments, and any other fees (the "Aggregate Settlement Amount"). The Aggregate Settlement Amount shall be allocated among Plaintiffs and the attorney's fees and common benefit fund holdbacks attributable to each Plaintiff, as set forth on Exhibit A (which sets forth the "Settlement Amount," "Net Settlement Amount," "Attorney's Fees," and "Common Benefit Fund Holdback" for each Plaintiff.). Meijer deposited the Aggregate Settlement Amount in an interest-bearing account on December 2, 2022. Meijer will hold back 7.5% of each Settlement Amount and will cause the held back funds to be paid into the Court's Common Benefit Fund. The parties agree that the Common

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[1] Plaintiffs' Counsel and Meijer are together the "Parties," and each is a "Party."

Benefit Fund Holdback from each Settlement Amount for purposes of compliance with the Court's common benefit orders is not a breach of any obligation under this Agreement.

2. Meijer's offer to settle, and the settlement of, the Actions is not, and shall not be construed as, an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, all of which Meijer expressly denies.

3. Counsel representing the Plaintiffs accept these terms, the Allocated Settlement Payments, and the terms in the Settlement Agreements on behalf of the Plaintiffs, subject to each Plaintiff's approval, and counsel will recommend to each Plaintiff that it accept its allocated Settlement Amount and the terms of the Settlement Agreement and will work in good faith to have the Plaintiffs accept these terms.

4. Plaintiffs, through their counsel, agree to immediately stipulate to and jointly seek (i) a stay of the Actions against Meijer (except those already stayed, which the Parties agree shall remain stayed), beginning on the BTS Effective Date and lasting at least ninety (90) days; (ii) an additional 30-day extension of all deadlines for Meijer in *In re National Prescription Opioid Litigation*, Case No. 17-md-2804 ("MDL" or "MDL Court"), Track Seven (Montgomery County, Ohio); and (iii) an extension through at least March 14, 2023, for Meijer to respond to the complaint filed in *Boone County, Illinois, et al. v. CVS Healthcare Corp., et al.*, Case No. 2022 L 007352 (Cir. Ct. Cook Cty., Ill.), so that Plaintiffs may consider these terms and Plaintiffs' counsel may recommend acceptance of these terms and work in good faith to have Plaintiffs accept these terms.

5. Within thirty (30) days of the execution of this Agreement,[2] each Plaintiff shall confirm whether it accepts the Settlement Amount (inclusive of Attorney's Fees and the Common

[2] Or longer if extended by agreement of the Parties.

Benefit Fund Holdback) allocated to it in Exhibit A and the terms of the Settlement Agreement in settlement of its claim(s) against Meijer.

6. Settlement Elections and Thresholds.

a. If all Plaintiffs accept these terms, Meijer shall enter written settlement agreements with Plaintiffs in the form attached hereto as Exhibit B ("Settlement Agreement").

b. If fewer than all Plaintiffs accept these terms, then Meijer will enter settlement agreements (in the form attached hereto as Exhibit B) with those Plaintiffs that accept these terms ("Accepting Plaintiffs") if Accepting Plaintiffs include (i) all Plaintiffs in all Actions listed in Exhibit D, Tab 1 ("Settlement Threshold One"); and (ii) all but for up to 4 optout Plaintiffs in Actions listed in Exhibit D, Tab 2 ("Settlement Threshold Two"). (Settlement Thresholds One and Two are collectively "Settlement Thresholds")

c. If the Settlement Thresholds are not met, Meijer shall have the right, but not the obligation, to settle with some, all, or none of the Accepting Plaintiffs (each such Plaintiff with whom Meijer agrees to settle being a "Settling Plaintiff") by paying the Settlement Amount (inclusive of Attorney's Fees and the Common Benefit Fund Holdback) allocated to it in Exhibit A and entering the Settlement Agreement with each such Settling Plaintiff. Meijer shall notify Plaintiffs of its election of the Plaintiffs with whom it shall settle within fifteen (15) days of receiving confirmation from all Plaintiffs as to whether they accept the Settlement Amounts allocated to them in Exhibit A and terms of the Settlement Agreement.[3]

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[3] The Plaintiffs listed on Exhibit C hereto (locations where Meijer has zero market share) shall dismiss their actions or claims against Meijer with prejudice.

7. The MDL PEC, as represented by the undersigned counsel, agrees not to include any Meijer Entity as a defendant in any action related in any way to opioids that is designated as a "bellwether" or the like in the MDL or any other consolidated or coordinated opioids-related action for 30 months from the BTS Effective Date, or, in the event that any Meijer Entity is added to or named in any such bellwether action, to promptly sever or dismiss all such Meijer Entities from that action.

8. The PEC and counsel for all Plaintiffs represent that, as of the BTS Effective Date and as of the date this Agreement is signed, and other than the Actions brought by the Plaintiffs listed on Exhibit A, they have not prepared or brought, and have no intention of preparing or bringing, any other case(s) or claim(s) against any Meijer Entity and, further, that they are not aware of any other cities, counties, municipalities, Native American tribes, and/or other jurisdictions or entities that have prepared or brought, or intend to prepare or bring, any case(s) or claim(s) against any Meijer Entity.

9. This Agreement may be modified only in writing signed by all Parties, except that if a proposed modification to this Agreement does not impact all Plaintiffs, the Agreement may be modified in writing signed by Meijer and by counsel for the Plaintiff(s) impacted by the proposed modification.

10. The Parties agree and stipulate that this Agreement was negotiated on an arm's-length basis between parties of equal bargaining power with the assistance of an experienced mediator. The Agreement has been drafted jointly by counsel for each Party. Accordingly, this Agreement shall not be construed in favor of or against any Party.

11. No Party or Plaintiff or attorney, agent or representative acting and communicating on behalf of any Party or Plaintiff may make public statements that contradict provisions in this

BTS or the Settlement Agreement. Plaintiffs' private counsel shall not make any comments or statements to the press, issue any press release, convene any press conference or otherwise initiate publicity with the media, including but not limited to newspapers, publications, or other mass media, nor post to internet websites or any social media platform, information concerning the terms of this Agreement or any anticipated settlement agreement. Notwithstanding the foregoing, if necessary to effectuate the terms of this Agreement or to inform a court of the status of any of the Actions or claims against Meijer, the Parties may disclose to any court in which the Actions are pending the fact that the Actions have been settled in principle subject to necessary approvals and certain conditions (without disclosing the Settlement Amount or other terms). Nothing herein shall preclude Meijer from disclosing this Agreement to any attorney, auditor or insurer.

12. The Parties agree that the terms of this Binding Term Sheet shall survive, and remain enforceable after and notwithstanding, any settlement agreements entered into between Meijer and any Plaintiffs.

13. The Parties agree that any disputes arising out of this Agreement shall be mediated by David R. Cohen.

14. All notices shall be provided to the signatories hereto at the email addresses provided with their signatures below.

15. The individuals signing below represent that they have all authority necessary to sign on behalf of the Party or Parties they represent.

Jayne Conroy
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Meijer, Inc., Meijer Distribution, Inc., Meijer Stores Limited Partnership, Meijer Great Lakes Limited Partnership

EXHIBIT 1 to Meijer Settlement Agreement

Meijer Settlement Participation Agreement

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 Meijer Settlement Agreement (Exhibit B to the Binding Term Sheet effective as of November 16, 2022, between Meijer and Plaintiffs' Counsel), and acting through the undersigned authorized official, hereby elects to participate in the Meijer Settlement Agreement and release all Released Claims against all Released Entities,[1] and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Meijer Settlement Agreement, understands all terms in the Meijer Settlement Agreement, and agrees that by the Meijer Settlement Agreement, the Governmental Entity elects to become a Releasor as defined therein.

2. The Governmental Entity shall promptly, and in any event within 7 business days of the Effective Date and payment of the settlement funds dismiss with prejudice any Released Claims that it has filed.

3. The Governmental Entity agrees to the terms of the Meijer Settlement Agreement pertaining to Releasors as defined therein.

4. The Governmental Entity has the right to enforce the Meijer Settlement Agreement as provided therein.

5. The Governmental Entity, as a Party to the Meijer Settlement Agreement, hereby becomes a Releasor for all purposes in the Meijer Settlement Agreement, including but not limited to all provisions of Section 5 of the Meijer Settlement Agreement (Release), and along with all

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[1] Capitalized terms shall have the same meaning as in the Meijer Settlement Agreement.

departments, agencies, divisions, boards, commissions, subdivisions, districts, corporations, courts, institutes, offices, instrumentalities of any kind, attorneys, and any entities over which such Governmental Entity exercises governing, fiscal, or budgetary authority or control, 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 Meijer Settlement Agreement 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 Meijer Settlement Agreement shall be a complete bar to any Released Claim.

6. Nothing herein is intended to modify in any way the terms of the Meijer Settlement Agreement, to which the Governmental Entity hereby agrees. To the extent this form is interpreted differently from the Meijer Settlement Agreement in any respect, the Meijer Settlement Agreement controls.

IN WITNESS WHEREOF, this Meijer Settlement Participation Agreement has been read and signed by the duly authorized representative of the Governmental Entity signing below.

Signed: ________________________

By: ________________________

Its: ________________________

Date: ________________________

Exhibit A to Meijer Binding Term Sheet

MDL 2804 Case Number	Case Title	Plaintiff	Settlement Amount	Net Settlement Amount (Settlement Amount less Attorney's Fees and Common Benefit Fund Holdback)	Attorney's Fees Amount	Common Benefit Fund Holdback
1:2018op46326	Montgomery County Board of County Commissioners et al. v. Cardinal Health, Inc., et al.	Montgomery County, Ohio	$9,000,000.00	$6,750,000.00	$1,575,000.000	$675,000.00
1:2018op46096	Branch County, Michigan v. Purdue Pharma L.P., et al.	Branch County, Michigan	$2,075,000.00	$1,556,250.00	$ 363,125.00	$155,625.00
1:2018op45971	County of Eaton, Michigan v. Purdue Pharma, L.P., et al	Eaton County, Michigan	$2,075,000.00	$1,556,250.00	$ 363,125.00	$155,625.00
1:2019op45561	Kalamazoo County, Michigan v. Purdue Pharma L.P., et al.	Kalamazoo County, Michigan	$2,075,000.00	$1,556,250.00	$ 363,125.00	$155,625.00
1:2019op45841	Saginaw Chippewa Indian Tribe v. Cephalon, Inc., et al.	Saginaw Chippewa Indian Tribe	$2,075,000.00	$1,556,250.00	$ 363,125.00	$155,625.00
1:2018op45400	City of South Bend, Indiana v. AmerisourceBergen Drug Corporation, et al.	South Bend, Indiana	$1,250,000.00	$937,500.00	$ 218,750.00	$93,750.00
1:2018op45266	Delaware County Board of County Commissioners v. AmerisourceBergen Drug Corporation, et al.	Delaware County, Ohio	$1,250,000.00	$937,500.00	$ 218,750.00	$93,750.00
1:2018op45796	Tippecanoe County Indiana v. AmerisourceBergen Drug Corporation, et al.	Tippecanoe County, Indiana	$750,000.00	$562,500.00	$ 131,250.00	$56,250.00
1:2018op45123	City of Fort Wayne, Indiana v. Cardinal Health Inc., et al.	Fort Wayne, Indiana	$750,000.00	$562,500.00	$ 131,250.00	$56,250.00
1:2018op46356	Town of Upland Indiana v. AmerisourceBergen Drug Corporation, et al.	Upland, Indiana	$750,000.00	$562,500.00	$ 131,250.00	$56,250.00
1:2018op45961	City of Jeffersonville, Indiana v. AmerisourceBergen Drug Corporation, et al.	Jeffersonville, Indiana	$750,000.00	$562,500.00	$ 131,250.00	$56,250.00
1:2018op45172	Howard County, Indiana v. AmerisourceBergen Drug Corporation, et al.	Howard County, Indiana	$750,000.00	$562,500.00	$ 131,250.00	$56,250.00
1:2017op45022	The Fiscal Court of Campbell County v. Amerisourcebergen Drug Corporation, et al.	Campbell County, Kentucky	$750,000.00	$562,500.00	$ 131,250.00	$56,250.00
1:2017op45011	The Fiscal Court of Madison County v. Amerisourcebergen Drug Corporation, et al.	Madison County, Kentucky	$750,000.00	$562,500.00	$ 131,250.00	$56,250.00
1:2019op45560	Calhoun County, Michigan v. Purdue Pharma L.P., et al.	Calhoun County, Michigan	$750,000.00	$562,500.00	$ 131,250.00	$56,250.00
1:2019op45566	Charter Township of Pittsfield, Michigan v. Purdue Pharma L.P., et al.	Pittsfield Township, Michigan	$750,000.00	$562,500.00	$ 131,250.00	$56,250.00
1:2017op45033	Clermont County Board Of County Commissioners v. AmerisourceBergen Drug Corporation, et al.	Clermont County, Ohio	$750,000.00	$562,500.00	$ 131,250.00	$56,250.00
1:2018op45529	Marion County Board of County Commissioners v. AmerisourceBergen Drug Corporation, et al.	Marion County, Ohio	$750,000.00	$562,500.00	$ 131,250.00	$56,250.00
1:2018op45291	Erie County Board of County Commissioners v. AmerisourceBergen Drug Corporation, et al.	Erie County, Ohio	$750,000.00	$562,500.00	$ 131,250.00	$56,250.00
	Boone County, Illinois, et al., v. CVS Health Corp., et al., 2022-L-007352 (Cir. Ct. Cook Cty., Ill.)	McHenry County, Illinois	$750,000.00	$562,500.00	$ 131,250.00	$56,250.00
1:2019op45017	Town of Plainfield, Indiana v. AmerisourceBergen Drug Corporation, et al.	Plainfield, Indiana	$722,068.19	$541,551.14	$ 126,361.93	$54,155.11
1:2018op45346	City of Martinsville, Indiana v. AmerisourceBergen Drug Corporation, et al.	Martinsville, Indiana	$404,124.62	$303,093.47	$ 70,721.81	$30,309.35
1:2019op45016	Town of Mooresville, Indiana v. AmerisourceBergen Drug Corporation, et al.	Mooresville, Indiana	$345,875.38	$259,406.54	$ 60,528.19	$25,940.65
1:2018op46333	City of New Albany, Indiana v. AmerisourceBergen Drug Corporation, et al.	New Albany, Indiana	$250,000.00	$187,500.00	$ 43,750.00	$18,750.00
1:2018op45126	City of Muncie, Indiana v. Cardinal Health, Inc., et al.	Muncie, Indiana	$250,000.00	$187,500.00	$ 43,750.00	$18,750.00
1:2018op45109	City of Greenwood, Indiana v. AmerisourceBergen Drug Corporation, et al.	Greenwood, Indiana	$250,000.00	$187,500.00	$ 43,750.00	$18,750.00
1:2017op45020	The Fiscal Court of Boone County v. Amerisourcebergen Drug Corporation, et al.	Boone County, Kentucky	$250,000.00	$187,500.00	$ 43,750.00	$18,750.00
1:2018op46135	Charter Township of Clinton, Michigan v. Purdue Pharma L.P., et al.	Clinton Township, Michigan	$250,000.00	$187,500.00	$ 43,750.00	$18,750.00
1:2018op45041	Licking County Board of County Commissioners v. Amerisourcebergen Drug Corporation, et al.	Licking County, Ohio	$250,000.00	$187,500.00	$ 43,750.00	$18,750.00
1:2018op45038	Fairfield Board of County Commissioners v. Amerisourcebergen Drug Corporation, et al.	Fairfield County, Ohio	$250,000.00	$187,500.00	$ 43,750.00	$18,750.00
1:2018op45163	City of Lebanon v. AmerisourceBergen Drug Corporation, et al.	Lebanon, Ohio	$250,000.00	$187,500.00	$ 43,750.00	$18,750.00
	Boone County, Illinois, et al., v. CVS Health Corp., et al., 2022-L-007352 (Cir. Ct. Cook Cty., Ill.)	Champaign County, Illinois	$250,000.00	$187,500.00	$ 43,750.00	$18,750.00
	Boone County, Illinois, et al., v. CVS Health Corp., et al., 2022-L-007352 (Cir. Ct. Cook Cty., Ill.)	Kendall County, Illinois	$250,000.00	$187,500.00	$ 43,750.00	$18,750.00
1:2018op45037	Butler County Board of Commissioners v. Purdue Pharma, L.P., et al.	Butler County, Ohio	$199,748.17	$149,811.13	$ 34,955.93	$14,981.11
1:2017op45092	Lexington-Fayette Urban County Government v. Amerisourcebergen Drug Corporation, et al.	Lexington-Fayette County, Kentucky	$100,000.00	$75,000.00	$ 17,500.00	$7,500.00
1:2017op45013	Louisville/Jefferson County Metro Government v. AmerisourceBergen Drug Corporation, et al.	Louisville/Jefferson County, Kentucky	$100,000.00	$75,000.00	$ 17,500.00	$7,500.00
1:2018op45162	Franklin County Board of County Commissioners v. AmerisourceBergen Drug Corporation, et al.	Franklin County, Ohio	$100,000.00	$75,000.00	$ 17,500.00	$7,500.00
	Boone County, Illinois, et al., v. CVS Health Corp., et al., 2022-L-007352 (Cir. Ct. Cook Cty., Ill.)	Kane County, Illinois	$100,000.00	$75,000.00	$ 17,500.00	$7,500.00
	Boone County, Illinois, et al., v. CVS Health Corp., et al., 2022-L-007352 (Cir. Ct. Cook Cty., Ill.)	Will County, Illinois	$100,000.00	$75,000.00	$ 17,500.00	$7,500.00
1:2018op45124	City of Noblesville, Indiana v. Amerisourcebergen Drug Corporation, et al.	Noblesville, Indiana	$99,079.43	$74,309.57	$ 17,338.90	$7,430.96
1:2018op45845	City of Fishers, Indiana v. AmerisourceBergen Drug Corporation, et al.	Fishers, Indiana	$83,156.34	$62,367.26	$ 14,552.36	$6,236.73
1:2018op45272	Hamilton County Board of County Commissioners v. AmerisourceBergen Drug Corporation, et al.	Hamilton County, Ohio	$75,284.28	$56,463.21	$ 13,174.75	$5,646.32
1:2018op45805	City of Lawrence, Indiana v. AmerisourceBergen Drug Corporation, et al.	Lawrence, Indiana	$72,184.50	$54,138.38	$ 12,632.29	$5,413.84
1:2018op46056	City of Westfield, Indiana v. AmerisourceBergen Drug Corporation, et al.	Westfield, Indiana	$60,481.34	$45,361.01	$ 10,584.23	$4,536.10
1:2018op46024	City of Hamilton, Ohio v. AmerisourceBergen Drug Corporation, et al.	Hamilton, Ohio	$50,251.83	$37,688.87	$ 8,794.07	$3,768.89
1:2018op45846	Town of Zionsville, Indiana v. AmerisourceBergen Drug Corporation, et al.	Zionsville, Indiana	$50,000.00	$37,500.00	$ 8,750.00	$3,750.00
	Boone County, Illinois, et al., v. CVS Health Corp., et al., 2022-L-007352 (Cir. Ct. Cook Cty., Ill.)	Cook County, Illinois	$50,000.00	$37,500.00	$ 8,750.00	$3,750.00
	Boone County, Illinois, et al., v. CVS Health Corp., et al., 2022-L-007352 (Cir. Ct. Cook Cty., Ill.)	DuPage County, Illinois	$50,000.00	$37,500.00	$ 8,750.00	$3,750.00
1:2018op46134	Charter Township of Canton, et al. v. Purdue Pharma L.P., et al.	Livonia, Michigan	$39,968.84	$29,976.63	$ 6,994.55	$2,997.66
1:2019op45215	Town of Danville, Indiana v. AmerisourceBergen Drug Corporation, et al.	Danville, Indiana	$27,931.81	$20,948.86	$ 4,888.07	$2,094.89
1:2018op46103	City of Beech Grove, Indiana v. AmerisourceBergen Drug Corporation, et al.	Beech Grove, Indiana	$27,815.50	$20,861.63	$ 4,867.71	$2,086.16
1:2017op45041	City Of Cincinnati v. Amerisourcebergen Drug Corporation, et al.	Cincinnati, Ohio	$24,715.72	$18,536.79	$ 4,325.25	$1,853.68
1:2018op46134	Charter Township of Canton, et al. v. Purdue Pharma L.P., et al.	Canton Township, Michigan	$23,513.22	$17,634.92	$ 4,114.81	$1,763.49
1:2018op46134	Charter Township of Canton, et al. v. Purdue Pharma L.P., et al.	Romulus, Michigan	$9,306.27	$6,979.70	$ 1,628.60	$697.97
1:2018op46134	Charter Township of Canton, et al. v. Purdue Pharma L.P., et al.	Wayne, Michigan	$8,373.22	$6,279.92	$ 1,465.31	$627.99
1:2018op46134	Charter Township of Canton, et al. v. Purdue Pharma L.P., et al.	Northville Township, Michigan	$8,363.70	$6,272.78	$ 1,463.65	$627.28
1:2018op46134	Charter Township of Canton, et al. v. Purdue Pharma L.P., et al.	Van Buren Township, Michigan	$6,863.72	$5,147.79	$ 1,201.15	$514.78
1:2018op45055	Town of Sheridan v. Amerisourcebergen Drug Corporation, et al.	Sheridan, Indiana	$6,647.45	$4,985.59	$ 1,163.30	$498.56
1:2018op46134	Charter Township of Canton, et al. v. Purdue Pharma L.P., et al.	Huron Township, Michigan	$3,611.03	$2,708.27	$ 631.93	$270.83
1:2018op45125	Town of Atlanta, Indiana v. Cardinal Health, Inc., et al.	Atlanta, Indiana	$635.44	$476.58	$ 111.20	$47.66

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement" or "Meijer Settlement Agreement") is entered by and between Plaintiffs (as identified in Exhibit A to the Binding Term Sheet effective as of November 16, 2022, between Meijer and Plaintiffs' Counsel ("BTS"))[1] and Meijer, Inc., Meijer Distribution, Inc., Meijer Stores Limited Partnership, and Meijer Great Lakes Limited Partnership (collectively "Meijer"). Plaintiffs and Meijer are referred to as the "Parties."

I. RECITALS

WHEREAS, Plaintiffs have filed lawsuits against Meijer and other parties as identified in Exhibit A to the BTS (the "Actions" and each an "Action"), raising Claims (defined below) and/or allegations concerning, related to, based upon, or in connection with the Alleged Harms (defined below) or Covered Conduct (defined below);

WHEREAS, Meijer (i) denies each and all of the Claims and allegations of wrongdoing made by Plaintiffs in the Actions and maintains that it has meritorious defenses; (ii) denies all assertions of wrongdoing or liability against Meijer arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Actions already brought or that could be brought by Plaintiffs related to the Covered Conduct and/or Alleged Harms and contends that the factual allegations made in the Actions relating to Meijer are false and materially inaccurate; (iii) denies that Plaintiffs or any resident thereof was harmed by any conduct of Meijer; (iv) denies liability, denies any wrongdoing, and denies it violated any federal or state statute or common law; and (v) maintains that Meijer would be able to successfully defend against Plaintiffs' claims and allegations at trial, that the facts do not support the allegations, that Meijer engaged in no misconduct or unlawful activity, and that Meijer caused no harm to Plaintiffs or any resident thereof;

WHEREAS, the Parties have investigated the facts and analyzed the relevant legal issues regarding the Claims and defenses that have been or could have been asserted in the Actions;

WHEREAS, without any admission of wrongdoing, fault, culpability or liability of any kind, and without any concession as to the strength or weakness of any actual or potential Claims or defenses, the Parties desire to (a) avoid the delay, uncertainty, inconvenience, and expense of litigation, and (b) fully and finally resolve, settle, release and discharge any and all Claims Plaintiffs brought or could have brought against Meijer in the Actions and all Claims related in any way to the Alleged Harms or Covered Conduct;

WHEREAS, the Parties have agreed to the terms herein for the sole purpose of settlement, and nothing herein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing or lack thereof;

[1] As used herein, "Plaintiff" refers to each Plaintiff that participates in this Agreement and that signs a Meijer Settlement Participation Agreement (Exhibit 1, hereto), and "Plaintiffs" refer to all such Plaintiffs.

WHEREAS, no part of this Agreement, including its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing, or of any lack thereof;

WHEREAS, unless the contrary is expressly stated, this Agreement is not intended for use by any Party or any third party for any purpose not expressly stated herein, including submission to any court for any purpose other than any required court approval(s) associated with this Agreement and the enforcement of this Agreement;

WHEREAS, the Parties acknowledge, agree to, and understand the terms set forth herein;

WHEREAS, Plaintiffs have determined the terms of this Agreement are fair, reasonable and adequate and in the public interest; and

WHEREAS, the Parties engaged in arm's-length negotiations between counsel in good faith, intending to be legally bound.

NOW, THEREFORE, in consideration of the above recitals and the promises and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

II. AGREEMENT

1. <u>Recitals Incorporated</u>. The foregoing Recitals are incorporated herein and constitute express terms of this Agreement.

2. <u>Definitions</u>.

   a. "Alleged Harms" means the alleged past, present, and future financial and societal harms and related expenditures arising out of the alleged misuse and abuse of Products (defined below), and/or alleged physical and bodily injuries sustained by individuals suffering from opioid-related addiction, abuse, other related diseases and disorders, and death, that allegedly have been caused by Meijer, non-exclusive examples of which are described in the reports and opinions submitted in connection with the case captioned *In re: National Prescription Opiate Litigation*, No. 1:17-md-2804 (N.D. Ohio), including without limitation, those submitted by G. Caleb Alexander; David Cutler; Jonathan Gruber; David Herzberg; Katherine M. Keyes, Ph.D.; Anna Lembke, M.D.; Jeffrey Liebman; Thomas McGuire; Ted Miller; Harvey Rosen; and Nancy Young.

   b. "Claim" means any past, present or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, *parens patriae* claim, promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including but not limited to any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, abatement, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.

c. "Covered Conduct" means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity of any kind whatsoever from the beginning of time through the Effective Date (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity) relating in any way to: (a) the distribution, dispensing, delivery, monitoring, reporting, supply, sale, prescribing, physical security, warehousing, coverage, purchases, reimbursement, discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, or use or abuse of any Product; (b) orders, prescriptions, formularies, guidelines, payments or rebates for any Product; (c) policies, practices and/or operating procedures, insurance, claim or benefit administration, claim adjudication, plan design, data and/or sales thereof, relating to, any Product; (d) any system, plan, policy or advocacy relating to any Product, including, but not limited to, any promotion, marketing, programs, or campaigns relating to any Product; (e) the characteristics, properties, risks, or benefits of any Product; (f) the reporting, disclosure, nonreporting or non-disclosure to federal, state or other regulators of orders or prescriptions; (g) the purchasing, selling, acquiring, disposing of, importing, exporting, handling, processing, packaging, supplying, distributing, or converting of any Product; or (h) controls against diversion, corresponding responsibility, and/or suspicious order monitoring.

d. "Effective Date" means, for each Plaintiff, the later of (i) the date Plaintiff signs the Meijer Settlement Participation Agreement, (ii) the date Plaintiff signs this Agreement, and (iii) the date Meijer signs this Agreement.

e. "Product" means any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is (1) an opioid or opiate, as well as any product containing any such substance; (2) a benzodiazepine, a muscle relaxer, carisoprodol, zolpidem, or gabapentin; or (3) a combination or "cocktail" of any stimulant or other chemical substance prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates. "Product" shall include, but is not limited to, any substance consisting of or containing buprenorphine, codeine, dihydrocodeine, fentanyl, hydrocodone, hydromorphone, levorphanol, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, alprazolam, chlordiazepoxide, clobazam, clorazepate, diazepam, estazolam, lorazepam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triazolam, temazepam, midazolam, carisoprodol, cyclobenzaprine, orphenadrine, tizanidine, gabapentin, or any variant of these substances or any similar substance.

f. "Released Claims" means any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct and/or Alleged Harms occurring prior to the Effective Date. Without limiting the foregoing, "Released Claims" include any Claims that have been asserted against the Released Entities by Releasors (whether judicial, arbitral, or administrative) based on, arising out of, or relating to, in whole or in part, the Covered Conduct and/or Alleged Harms, or any such Claims that could be or could have been asserted, now or in the future, in those actions or in any comparable action or proceeding brought by Plaintiffs or Releasors. The Parties intend that "Released Claims" be interpreted broadly.

g. "Released Entities" means Meijer, Inc., Meijer Distribution, Inc., Meijer Stores Limited Partnership, and Meijer Great Lakes Limited Partnership and: (1) all of their past and present direct or indirect parents, subsidiaries, divisions, affiliates, predecessors, successors, and assigns (including without limitation Meijer Companies, Ltd., Meijer Group, Inc., MSP Holdings, LLC, SP Operations LLC, Town Total Holdings, Inc., Town Total Health, LLC and RX Biotech Pharmacy LLC); (2) the past and present direct or indirect subsidiaries, divisions, affiliates, predecessors, successors, and assigns of any of the foregoing; and (3) the foregoing entities' respective past and present officers, directors, members, shareholders (solely in their capacity as shareholders of the foregoing entities), partners, trustees, employees, agents, representatives and attorneys (for actions that occurred during and related to their work for, or employment with, Meijer).

h. "Releasors" means and includes each Plaintiff and its departments, agencies, divisions, boards, commissions, subdivisions, districts, corporations, courts, institutes, offices, instrumentalities of any kind, attorneys, and any entities over which such Plaintiff exercises governing, fiscal or budgetary authority or control, 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. Each Plaintiff also shall sign and deliver to Meijer the Meijer Settlement Participation Agreement (Exhibit 1, hereto) providing for a release to the fullest extent of such Plaintiff's authority.

3. Settlement Amount. Subject to Paragraph 6 of the BTS, within thirty (30) days after the Effective Date, Meijer shall pay to counsel for each Plaintiff the "Net Settlement Amount" and "Attorney's Fees Amount"[2] applicable to such Plaintiff, as set forth in Exhibit A to the BTS. The Parties agree that, subject to all of the terms, conditions, recitals, and provisions of this Agreement, the Settlement Amount (including the Attorney's Fee Amount and Common Benefit Fund Holdback) is a reasonable compromise of the matters in dispute.[3]

4. Nature of Payment. The Parties acknowledge and agree that, notwithstanding anything to the contrary in this Agreement, including, but not limited to, the scope of the Released Claims:

a. They have entered into this Agreement to avoid the delay, expense, inconvenience, and uncertainty of further litigation;

b. (i) Plaintiffs sought restitution and remediation (within the meaning of 26 U.S.C. § 162(f)(2)(A) and 26 C.F.R. § 1.162-21(e)(4)(i), (ii)) as damages for the Alleged Harms; and (ii) the Settlement Amounts are less than or equal to the amount, in the aggregate, of the Alleged Harms allegedly suffered by Plaintiffs and Releasors;

c. The payment of the Settlement Amounts by Meijer constitutes restitution and remediation (within the meaning of 26 U.S.C. § 162(f)(2)(A) and 26 C.F.R. § 1.162-21(e)(4)(i), (ii)) for alleged damage or harm (as compensation for alleged damage or harm arising out of alleged bodily injury) allegedly caused by Meijer in order to restore, in whole or in part, Plaintiffs and the Releasors to the same position or condition that they would be in had they not suffered the Alleged Harms, and constitutes

2 Pursuant to the Ongoing Common Benefit Order, Case No. 1:17-cv-02804-DAP (N.D. Ohio), Dkt. No. 4428 (May 9, 2022), Meijer will hold back 7.5% of the Settlement Amount for each Plaintiff entering into this Agreement ("Common Benefit Fund Holdback") and will cause the held back funds to be paid into the Court's Common Benefit Fund. The parties agree that any holdback from the Settlement Amounts set forth in Exhibit A for purposes of compliance with the Court's common benefit orders is not a breach of any obligation under this Agreement.

3 "Settlement Amount" is the amount allocated to Plaintiff in the Settlement Amount column in Exhibit A to the BTS and includes Attorney's Fees and the Common Benefit Fund Holdback.

restitution and remediation for alleged 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; and

d. For the avoidance of doubt: (a) no portion of the Net Settlement Amounts represents reimbursement to Plaintiffs or any Releasor for the fees or costs of any investigation or litigation, including without limitation attorneys' fees, (b) no portion of the Settlement Amounts represents the disgorgement of any allegedly ill-gotten gains, and (c) no portion of the Settlement Amounts is paid for or in place of any fine, penalty, punitive damages, or other punitive assessments.

5. Release.

a. *Scope.* As of the Effective Date, the Released Entities are hereby released and forever discharged from all of the Releasors' Released Claims. Plaintiffs (for themselves and the Releasors) hereby absolutely, unconditionally, and irrevocably covenant 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 Claim against any Released Entity in any forum whatsoever. The releases provided for in this Agreement are broad, shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to any Released Claim and any Alleged Harms within Plaintiffs' territorial boundaries, and extend to the full extent of the power of Plaintiffs to release claims. This Agreement shall be a complete bar to any Released Claim.

b. *Sole Payment*. It is the intent of the Parties that:

i. the payments made under this Agreement shall be the sole payments made by the Released Entities to the Releasors involving, arising out of, or related to Alleged Harms and/or Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity);

ii. Claims by Releasors against non-Parties shall not result in additional payments by Released Entities, whether through contribution, indemnification or any other means; and

iii. the Agreement meets the requirements of the Uniform Contribution Among Joint Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to any other parties.

c. *General Release*. In connection with the releases provided for in this Agreement, each Plaintiff (for itself and its Releasors) 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 and/or Alleged Harms, but each Plaintiff 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 even if Releasors do not know or suspect such claims to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and even if knowledge of the existence of such claims would materially affect each Plaintiff's decision to enter into this Agreement.

d. *Res Judicata*. Nothing in this Agreement shall be deemed to reduce the scope of the res judicata or claim preclusive effect that the settlement memorialized in this Agreement gives rise to under applicable law.

e. *Representation and Warranty*. Each Plaintiff expressly represents and warrants that it has authority to settle and release all Released Claims of Releasors.

f. *Effectiveness*. The releases set forth in this Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the Releasors. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the Settlement Amount or any portion thereof, or by the enactment of future laws, or by any seizure of the Settlement Amount or any portion thereof.

g. Plaintiffs represent that, as of the Effective Date, and other than the Actions, they have not prepared or brought, and have no intention of preparing or bringing, any other case(s) or claim(s) against any Released Party.

h. *Cooperation*. Releasors (i) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity, and (ii) will reasonably cooperate with and not oppose any effort by a Released Entity to secure the prompt dismissal of any and all Released Claims.

6. Dismissal with Prejudice. Within seven (7) business days of Meijer's payment of the Net Settlement Amount, each Plaintiff will dismiss its respective Action as to Meijer with

prejudice. To the extent necessary or useful, Meijer will join Plaintiffs' submissions to effectuate the dismissals with prejudice of the Actions.

7. Expenses. Except as otherwise set forth in this Agreement, each Party shall bear its own costs (including but not limited to legal fees and expenses) incurred in connection with this Agreement and in prosecuting or defending the Actions. The dismissal with prejudice referred to in Paragraph 6 above shall state that each Party is to bear its own costs, fees and expenses, including attorney fees.

8. No Further Payments. Other than as set forth in Paragraph 3 above, Meijer shall have no obligation to make any further or additional payments in connection with this Agreement or the matters addressed herein.

9. No Admission. The Parties intend the settlement as described herein to be a final and complete resolution of all disputes between Meijer and all Releasors. Meijer is entering into this Agreement solely for the purposes of settlement, to resolve each Action and all Released Claims and thereby avoid significant expense, inconvenience and uncertainty. Meijer denies the allegations in the Actions and denies any civil or other liability in the Actions. Nothing contained herein may be taken as or deemed to be an admission or concession by Meijer of: (i) any violation of any law, regulation, or ordinance; (ii) any fault, liability, or wrongdoing; (iii) the strength or weakness of any Claim or defense or allegation made in any Action, or in any other past, present or future proceeding relating to any Covered Conduct, Alleged Harms, or any Product; (iv) the legal viability of the claims and theories in any Action, including but not limited to the legal viability of the relief sought; or (v) any other matter of fact or law. Nothing in this Agreement shall be construed or used to prohibit any Released Entity from engaging in the conduct of its business relating to any Product.

10. Public Disclosure. After the Execution Date, this Settlement Agreement will be subject to public disclosure pursuant to public records laws, open meetings laws, and/or other laws or regulations that require disclosure to the public of information about Plaintiffs ("Public Disclosure Laws"). Nothing herein shall prevent any Party from disclosing the terms of this Settlement Agreement prior to the Execution Date (a) as required by law, or (b) to its actual or prospective attorneys, accountants, auditors, insurers, lenders, acquirers, investors, shareholders, or financial advisors.

11. Statements to the Press; No Solicitation of Publicity. No Party or attorney, agent or representative acting and communicating on behalf of any Party may make public statements that contradict provisions in this Settlement Agreement, including without limitation Paragraph 17 (Non-Admissibility). It is agreed that the Parties' private counsel shall not make any comments or statements to the press, issue any press release, convene any press conference or otherwise initiate publicity with the media, including but not limited to newspapers, publications, or other mass media, nor post to internet websites or any social media information concerning the terms of the Agreement.

12. Third-Party Beneficiaries. Nothing in this Agreement is intended to or shall confer upon any third party any legal or equitable right, benefit, or remedy of any nature whatsoever,

other than the right of each Released Entity to use and enforce this Agreement as if it were a party hereto.

13. No Waiver. This Agreement is made without trial or adjudication of any issue of fact or law or finding of liability of any kind. This Agreement shall not be construed or used as a waiver of any jurisdictional defense Meijer may raise in any other proceeding, or as a waiver or limitation of any defense otherwise available to Meijer in any other action. This Agreement shall not be construed or used as a waiver of Meijer's right to defend itself from, or make any arguments in, any other regulatory, governmental, private individual, or class claims or suits relating to the subject matter or terms of this Agreement. No waiver of any breach, waiver of any failure of any condition, or waiver of any right or remedy contained in or granted by this Agreement shall be effective unless in writing and signed by the Party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other prior, subsequent, or contemporaneous breach, failure, right, or remedy, whether or not similar; nor shall any waiver constitute a continuing waiver unless the writing so specifies.

14. Entire Agreement; Integration. This Agreement and the BTS constitute the entire understanding and agreement of the Parties with respect to the matters addressed herein. This Agreement and the BTS supersede any prior agreements or understandings, whether written or oral, between or among the Parties. No representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement other than those contained herein and in the BTS. Each Party to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion. No reliance was placed upon any representation other than those contained in this Agreement and the BTS.

15. Construction. None of the Parties shall be considered to be the drafter of this Agreement or of any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement. The headings of the provisions of this Agreement are not binding and are for reference only and do not affect the meaning of this Agreement.

16. No Prevailing Party. The Parties each agree that they are not the prevailing party in this action, for purposes of any claim for fees, costs, or expenses as prevailing parties arising under common law or under the terms of any statute, because the Parties have reached a good faith settlement.

17. Non-Admissibility. Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this Agreement: (i) is or may be deemed to be or may be used as an admission or evidence relating to any matter of fact or law alleged in the Actions, the strength or weakness of any claim or defense or allegation made in those cases, or any wrongdoing, fault, or liability of any Released Entities; or (ii) is or may be deemed to be or may be used as an admission or evidence relating to any liability, fault or omission of Released Entities in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this

Agreement shall be admissible in any proceeding for any purpose, except to enforce the terms of this Agreement, and except that Released Entities may file or use this Agreement in any action (i) involving a determination regarding insurance coverage; (ii) involving a determination of the taxable income or tax liability of any Released Entities; (iii) to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good-faith settlement, judgment bar or reduction or on any other theory of claim preclusion or issue preclusion or similar defense or counterclaim; (iv) to support a claim for contribution and/or indemnification; or (v) to support any other argument or defense by a Released Entity that the Settlement Amounts (including the Attorney's Fees Amounts and Common Benefit Fund Holdbacks) provide a measure of compensation for Alleged Harms or otherwise satisfy the relief sought.

18. Amendment; Modification. This Agreement shall not be varied, modified or amended in any respect, except by a subsequent written agreement executed by all Parties through their authorized representatives.

19. Authority to Enter Agreement and Ownership of Released Claims. Each Party specifically represents and warrants that this Agreement constitutes a legal, valid, and binding obligation of such Party. Each signatory to this Agreement on behalf of a Party specifically represents and warrants that they have full authority to enter into this Agreement on behalf of such Party. Each Plaintiff for itself and its related Releasors specifically represent and warrant that they have concluded that the terms of this Agreement are fair, reasonable, adequate, and in the public interest, and that they have satisfied all conditions and taken all actions required by law in order to validly enter into this Agreement. Each Plaintiff for itself and its related Releasors further represent and warrant that (a) they are the owner and holder of the Released Claims; (b) they have not sold, assigned, conveyed, pledged, encumbered, or otherwise in any way transferred the Released Claims, or any portion thereof or rights related thereto, to any third party nor have they granted or shall they grant any license or other right that would conflict with the rights and obligations set forth herein; and (c) through this Agreement they have the power and authority to bind all persons and entities with an interest in the Released Claims.

20. Dispute Resolution. In the event of a dispute arising out of or relating to the Agreement, the Parties shall first seek settlement of that dispute by mediation before David R. Cohen (or another mediator if agreed by the Parties). If the dispute is not settled by mediation, the dispute shall be referred to and finally resolved by arbitration before David R. Cohen (or another single arbitrator if agreed by the Parties) under the AAA Commercial Rules and Mediation Procedures.

21. Notices. All notices under this Agreement shall be provided in writing to the following via email and overnight delivery through a recognized national courier:

If to Plaintiffs:

____________________________ ____________________________
____________________________ ____________________________
____________________________ ____________________________
____________________________ ____________________________

If to Meijer:

Joseph M. Vanek, jvanek@sperling-law.com
Greg Shinall, shinall@sperling-law.com
Sperling & Slater, P.C.
55 West Monroe Street, Suite 3200
Chicago, Illinois 60603

With a copy to:

Cynthia Rogowski, Cynthia.Rogowski@meijer.com
Meijer, Inc.
2929 Walker Avenue NW
Grand Rapids, Michigan 49544

Any Party may change or add the contact information of the persons designated to receive notice on its behalf by notice given (effective upon the giving of such notice) as provided in this Paragraph.

22. Further Assurances. Each Party agrees to take all reasonable steps necessary to effectuate the terms of this Agreement.

23. Counterparts. This Agreement may be executed in counterparts, and a facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature.

[*signatures on page(s) to follow*]

IN WITNESS WHEREOF, this Agreement has been read and signed by the duly authorized representatives of each of the Parties.

Meijer, Inc.

Signed: __________________________

By: Christine M. Dekker

Its: Sr. Vice President, General Counsel & Corporate Secretary

Date: __________________________

Meijer Distribution, Inc.

Signed: __________________________

By: Christine M. Dekker

Its: Sr. Vice President, General Counsel & Corporate Secretary

Date: __________________________

Meijer Stores Limited Partnership

Signed: __________________________

By: Meijer Group, Inc.

Its: General Partner

By: Christine M. Dekker

Its: Sr. Vice President, General Counsel & Corporate Secretary

Date: __________________________

Meijer Great Lakes Limited Partnership

Signed: __________________________

By: Meijer Group, Inc.

Its: General Partner

By: Christine M. Dekker

Its: Sr. Vice President, General Counsel & Corporate Secretary

Date: __________________________

Meijer Settlement Agreement – Plaintiff Signature Page

Plaintiff: ________________________________
(Identity of Governmental Entity)

Signed: ________________________________

By: ________________________________

Its: ________________________________

Date: ________________________________

Exhibit C to Meijer Binding Term Sheet

Case Number	Case Title	Plaintiff
2022-L-7352	Boone County, Illinois, et al., v. CVS Health Corp., et al.	Boone County, Illinois
2022-L-7352	Boone County, Illinois, et al., v. CVS Health Corp., et al.	Bureau County, Illinois
2022-L-7352	Boone County, Illinois, et al., v. CVS Health Corp., et al.	Dekalb County, Illinois
2022-L-7352	Boone County, Illinois, et al., v. CVS Health Corp., et al.	Henry County, Illinois
2022-L-7352	Boone County, Illinois, et al., v. CVS Health Corp., et al.	Kankakee County, Illinois
2022-L-7352	Boone County, Illinois, et al., v. CVS Health Corp., et al.	Logan County, Illinois
2022-L-7352	Boone County, Illinois, et al., v. CVS Health Corp., et al.	Macon County, Illinois
2022-L-7352	Boone County, Illinois, et al., v. CVS Health Corp., et al.	Macoupin County, Illinois
2022-L-7352	Boone County, Illinois, et al., v. CVS Health Corp., et al.	Piatt County, Illinois
2022-L-7352	Boone County, Illinois, et al., v. CVS Health Corp., et al.	Putnam County, Illinois
2022-L-7352	Boone County, Illinois, et al., v. CVS Health Corp., et al.	Rock Island County, Illinois
2022-L-7352	Boone County, Illinois, et al., v. CVS Health Corp., et al.	Stephenson County, Illinois

MDL 2804 Case Number	Case Title	Plaintiff
1:2018op45346	City of Martinsville, Indiana v. AmerisourceBergen Drug Corporation, et al.	Martinsville, Indiana
1:2019op45016	Town of Mooresville, Indiana v. AmerisourceBergen Drug Corporation, et al.	Mooresville, Indiana
1:2018op46333	City of New Albany, Indiana v. AmerisourceBergen Drug Corporation, et al.	New Albany, Indiana
1:2018op45126	City of Muncie, Indiana v. Cardinal Health, Inc., et al.	Muncie, Indiana
1:2018op45109	City of Greenwood, Indiana v. AmerisourceBergen Drug Corporation, et al.	Greenwood, Indiana
1:2017op45020	The Fiscal Court of Boone County v. Amerisourcebergen Drug Corporation, et al.	Boone County, Kentucky
1:2018op46135	Charter Township of Clinton, Michigan v. Purdue Pharma L.P., et al.	Clinton Township, Michigan
1:2018op45041	Licking County Board of County Commissioners v. Amerisourcebergen Drug Corporation, et al.	Licking County, Ohio
1:2018op45038	Fairfield Board of County Commissioners v. Amerisourcebergen Drug Corporation, et al.	Fairfield County, Ohio
1:2018op45163	City of Lebanon v. AmerisourceBergen Drug Corporation, et al.	Lebanon, Ohio
	Boone County, Illinois, et al., v. CVS Health Corp., et al., 2022-L-007352 (Cir. Ct. Cook Cty., Ill.)	Champaign County, Illinois
	Boone County, Illinois, et al., v. CVS Health Corp., et al., 2022-L-007352 (Cir. Ct. Cook Cty., Ill.)	Kendall County, Illinois
1:2018op45037	Butler County Board of Commissioners v. Purdue Pharma, L.P., et al.	Butler County, Ohio
1:2017op45092	Lexington-Fayette Urban County Government v. Amerisourcebergen Drug Corporation, et al.	Lexington-Fayette County, Kentucky
1:2017op45013	Louisville/Jefferson County Metro Government v. AmerisourceBergen Drug Corporation, et al.	Louisville/Jefferson County, Kentucky
1:2018op45162	Franklin County Board of County Commissioners v. AmerisourceBergen Drug Corporation, et al.	Franklin County, Ohio
	Boone County, Illinois, et al., v. CVS Health Corp., et al., 2022-L-007352 (Cir. Ct. Cook Cty., Ill.)	Kane County, Illinois
	Boone County, Illinois, et al., v. CVS Health Corp., et al., 2022-L-007352 (Cir. Ct. Cook Cty., Ill.)	Will County, Illinois
1:2018op45124	City of Noblesville, Indiana v. Amerisourcebergen Drug Corporation, et al.	Noblesville, Indiana
1:2018op45845	City of Fishers, Indiana v. AmerisourceBergen Drug Corporation, et al.	Fishers, Indiana
1:2018op45272	Hamilton County Board of County Commissioners v. AmerisourceBergen Drug Corporation, et al.	Hamilton County, Ohio
1:2018op45805	City of Lawrence, Indiana v. AmerisourceBergen Drug Corporation, et al.	Lawrence, Indiana
1:2018op46056	City of Westfield, Indiana v. AmerisourceBergen Drug Corporation, et al.	Westfield, Indiana
1:2018op46024	City of Hamilton, Ohio v. AmerisourceBergen Drug Corporation, et al.	Hamilton, Ohio
1:2018op45846	Town of Zionsville, Indiana v. AmerisourceBergen Drug Corporation, et al.	Zionsville, Indiana
	Boone County, Illinois, et al., v. CVS Health Corp., et al., 2022-L-007352 (Cir. Ct. Cook Cty., Ill.)	Cook County, Illinois
	Boone County, Illinois, et al., v. CVS Health Corp., et al., 2022-L-007352 (Cir. Ct. Cook Cty., Ill.)	DuPage County, Illinois
1:2018op46134	Charter Township of Canton, et al. v. Purdue Pharma L.P., et al.	Livonia, Michigan
1:2019op45215	Town of Danville, Indiana v. AmerisourceBergen Drug Corporation, et al.	Danville, Indiana
1:2018op46103	City of Beech Grove, Indiana v. AmerisourceBergen Drug Corporation, et al.	Beech Grove, Indiana
1:2017op45041	City Of Cincinnati v. Amerisourcebergen Drug Corporation, et al.	Cincinnati, Ohio
1:2018op46134	Charter Township of Canton, et al. v. Purdue Pharma L.P., et al.	Canton Township, Michigan
1:2018op46134	Charter Township of Canton, et al. v. Purdue Pharma L.P., et al.	Romulus, Michigan
1:2018op46134	Charter Township of Canton, et al. v. Purdue Pharma L.P., et al.	Wayne, Michigan
1:2018op46134	Charter Township of Canton, et al. v. Purdue Pharma L.P., et al.	Northville Township, Michigan
1:2018op46134	Charter Township of Canton, et al. v. Purdue Pharma L.P., et al.	Van Buren Township, Michigan
1:2018op45055	Town of Sheridan v. Amerisourcebergen Drug Corporation, et al.	Sheridan, Indiana
1:2018op46134	Charter Township of Canton, et al. v. Purdue Pharma L.P., et al.	Huron Township, Michigan
1:2018op45125	Town of Atlanta, Indiana v. Cardinal Health, Inc., et al.	Atlanta, Indiana