

**NOTICE OF PUBLIC MEETING
OF THE
ESMERALDA COUNTY BOARD OF COMMISSIONERS
MEETING
SUPPLEMENTAL AGENDA**

April 18th, 2023
10:00 A.M.
Esmeralda County Courthouse
Commission Chambers
403 E. Crook Ave., 2nd Floor
Goldfield, Nevada

1. ***FOR POSSIBLE ACTION: DISCUSSION/DECISION:** Discuss and decide which department(s) will track and comply with reporting for the opioid settlement requirements. (Commissioner Keyes)

2. ***FOR POSSIBLE ACTION: DISCUSSION/DECISION: Timed Item 11:00 AM:** Discuss and decide whether to accept the settlement with defendant CVS, and approve and sign the Settlement Agreement Form. Eglet Law firm will be available by phone. (Robert Glennen)

3. ***FOR POSSIBLE ACTION: DISCUSSION/DECISION: Timed Item 11:00 AM:** Discuss and decide whether to accept the settlement with defendant Allergan, and approve and sign the Settlement Agreement Form. Eglet Law firm will be available by phone. (Robert Glennen)

NOTE: For those who cannot attend the meeting in person, the following GoToMeeting is available:

Please join my meeting from your computer, tablet or smartphone.

<https://meet.goto.com/486310621>

Esmeralda County BOCC & BOHC Meetings
Tuesday, April 18th, 2023 10:00 AM - 5:00 PM (PST)

You can also dial in using your phone.

United States: 1 (571) 317-3122

Access Code: 486-310-621

Esmeralda County is an equal opportunity employer and Provider

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NOTE: The asterisk "*" denotes action agenda items.

NOTE: In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's Target Center at (202)720-2600 (voice and TTY) or contact USDA through the Federal Relay Services at (800)877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) Mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410
- (2) Fax: (202) 690-7442; or
- (3) Email: program.intake@usda.gov.

Minutes for this meeting will be produced in a summary format. Please provide electronic or written copies of testimony or presentations if you wish to include them as exhibits.

The meeting of the Esmeralda County Board of Commissioners will be held on Tuesday, April 18th, 2023, beginning at 10:00am.

In accordance with NRS 241.020 this agenda was posted at the following locations: Commission Chambers, Esmeralda County Courthouse foyer and Goldfield Post Office. In addition, notices were mailed for posting to the following locations: In Goldfield: Goldfield Library. In Silver Peak: Silver Post Office and Silver Peak Library. In Fish Lake Valley: Dyer Post Office and Fish Lake Valley Library. Notice of this meeting was posted on the internet through the Esmeralda County Website at accessesmeralda.com

Agenda items may be taken out of order.

Reasonable effort will be made to assist and accommodate physically handicapped persons attending the meeting. Please contact Maureen Glennen at 775-485-3406, at least 48 hours prior to the meeting so that arrangements may be made.

Requests to receive the agenda must be made in writing to the Esmeralda County Clerk/Treasurer, PO Box 547, Goldfield, Nevada 89013. A form is available upon request.

If you have any questions regarding this agenda or future agendas, please do not hesitate to contact the Esmeralda County Clerk/Treasurer at 775-485-6309.

I Angela Jewell, Esmeralda County Deputy Clerk/Treasurer, hereby certify that in accordance with NRS 241.020 I posted or caused to be posted, this agenda to the above locations on April 12th, 2023.


~~Michelle Garcia~~ Angela Jewell
Esmeralda County Deputy Clerk/Treasurer



AGENDA REQUEST FORM

FOR ESMERALDA COUNTY BOARD OF COMMISSIONERS and HIGHWAY COMMISSION MEETING

1

Date Submitted: 4-11-23 Meeting date requested: 4-18-23
(see schedule to confirm)

Will be presented by: Commissioner Keyes (please print clearly)

CONTACT PHONE NUMBER: _____ EMAIL: _____

WILL AN ACTION BE NEEDED ON THIS ITEM? YES NO (YOU MUST CHECK ONE)

DISCUSS/DECIDE: Discuss and decide which department(s) will track and comply with reporting for the opioid settlement requirements.

RELATED DEPARTMENTS NOTIFIED YES NO If YES, which departments? ie: District Attorney (review contract) or Auditor/Recorder (regarding budget). Please have Department Sign they received notification or indicate you emailed it to them. Please note, if department notification is needed and is not signed request will not be accepted.

Department: DA Signature: [Signature]

Department: Clerk/Treasurer Signature: [Signature]

Department: Auditor/Recorder Signature: [Signature]

If NO, please explain

WAS BACK-UP PROVIDED TO THE RELATED DEPARTMENTS YES NO

WILL THIS DOCUMENT NEED SIGNATURES YES NO (If YES, please make sure that it is clearly marked for signatures and provide three (3) copies.)

IS THIS A BUSINESS IMPACT STATEMENT YES NO (If YES, please contact District Attorney for guidance)

PLEASE NOTE: Any agenda request that does not provide the Board with adequate information prior to or during the scheduled meeting may have the agenda request tabled or dismissed.

RECEIVED

Maureen Glennen
Person submitting agenda request

APR 12 2023
Received by [Signature] Date
ESMERALDA COUNTY CLERK

Please Note: This word document will not be accepted in place of the online reporting form.
This document contains all of the questions in the online reporting form and is being provided to assist in completing the online reporting form.

Annual Reporting

This reporting template is used for the following:

Nevada Revised Statutes (NRS) 433.734(3) Statewide needs assessment; statewide plan to allocate money; report; regulations.

On or before January 31 of each year, the Department shall transmit a report concerning all findings and recommendations made and money expended pursuant to NRS 433.734 to 433.740

Nevada Revised Statutes (NRS) 458.490 Report by Department of Health and Human Services to Working Group concerning use of certain money.

The Department of Health and Human Services shall annually submit to the Working Group a report concerning the use of:

1. All money received by this State pursuant to any settlement entered into by the State of Nevada concerning the manufacture, distribution, sale and marketing of opioids;
2. All money recovered by this State from a judgment in a civil action by the State of Nevada concerning the manufacture, distribution, sale and marketing of opioids;
3. Any gifts, grants or donations received by the State and each political subdivision of the State for purposes relating to substance misuse and substance use disorders; and
4. All other money spent by the State and each political subdivision of the State for purposes relating to substance misuse and substance use disorders.

One Nevada Agreement

Accountability -Prior to July 1st of each year, or as otherwise required by any Court Order, each of the Local Governments shall provide information to the State, about how they intend to expend, and how they did expend, their allocated shares of any Recovery/Recoveries to ensure such Recoveries are being used for Approved Purposes only. Local Governments shall respond and provide documents to any reasonable requests from the State for data or information about the use of the Recoveries, including Local Government or third-party programs, services, or infrastructure receiving the Recoveries.

National Opioid Abatement Trust II (NOAT II) Trust Distribution

At least annually, each State shall publish on its lead agency's website and/or on its Attorney General's website and deliver to NOAT II, a report detailing for the preceding time period, respectively (i) the amount of NOAT II Funds received, (ii) the allocation of awards approved (indicating the recipient, the amount of the allocation, the program to be funded and disbursement terms), and (iii) the amounts disbursed on approved allocations, to Qualifying Local Governments for Local Government Block Grants and Approved Administrative Expenses. Such annual reports for NOAT II may be combined with any reports submitted by a State as required in the National Opioid Abatement Trust Distribution Procedures, to the extent set forth in guidance to be provided by the NOAT II Trustees.

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Section 1

Instructions and General Information

Each recipient of opioid funds must complete a separate form.

All opioid funds received and spent during the covered period of this report must be accounted for.

The covered period for this report is: 01/01/2022-12/31/2022

Please note this report must be completed in one session to avoid time out or incomplete submission.

All submission are due by June 15, 2023

1. Each recipient of opioid funds must complete a separate form.

Confirmed

2. All opioid funds received and spent during the covered period of this report, must be accounted for in this report.

Confirmed

3. You understand the covered period for this report is: 01/01/2022-12/31/2022

Confirmed

4. Name of Recipient of Opioid Funds or Recoveries (from any source)

5. Is the recipient named in the answer to question 1 a One Nevada Agreement Signatory?

Yes

No

6. Agency, Division, Unit or Recipient named in the answer to question 1 (if multiple, list ALL)

7. Name, phone number, and email of the person filling out this report

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Section 2

Source of Funding

8. Source of Funding (select all that apply):

- Settlements
- Bankruptcy
- Judgments
- Gifts
- Grants
- Donations
-

9. For each source of funds selected in question 8, list the name of the source of funds and the total dollar amount of funds received for that source:

for example

Distributors Settlement \$251,746.02;

State Opioid Response Grant \$125,621.51

Section 3

Use of Funds

10. Opioid Abatement Use Categories (select all that apply):

- Campaigns
- Capacity Building
- Capital Projects
- Criminal Justice (Adult)

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- Criminal Justice (Youth)
- Data
- First Responders
- Harm Reduction
- Infrastructure Development
- Pregnant of Parenting Women and their Families
- Neonatal Abstinence Syndrome
- Prevention (Primary)
- Prevention (Secondary)
- Prevention (Tertiary)
- Recovery Communities (SDOH)
- Research
- Training
- Treatment (Adult)
- Treatment (Youth)
- Other

11. Target Populations:

- Veterans
- Persons who are pregnant
- Parents of dependent children
- Youth
- Persons who are lesbian, gay, bisexual, transgender and questioning;
- Persons and families involved in the criminal justice system, juvenile justice system, and child welfare system.

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- Transitional aged youth populations (TAY)
- Individuals involved or at-risk for being involved with the criminal justice or juvenile justice system
- Rural/Frontier communities
- Black, Indigenous, People of Color (BIPOC) communities
- Tribal Entities
- Individuals who are homeless
- Statewide
-

12. For each selection checked in question 10, please provide the name of the project, program or service and target population selected in question 11

for example

Category: Harm Reduction

Project name: Street Outreach Teams

Target Population: TAY

Category: Harm Reduction

Project Name: Naloxone Distribution

Target Population: Statewide

13. For each program, project, or service you listed in the answer to question 11 provide actual expenditures (including administrative costs not to exceed 5%) for each of the following:

- a. name of the program, project or service identified in question 12;
- b. category selected in question 10;
- c. the target population selected in question 11; and

For example

a. Project Name: Street Outreach Teams

b. Category: Harm Reduction

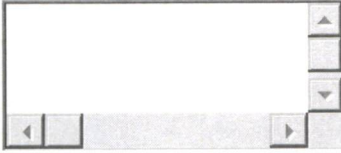
c. Target Population: Rural Communities

Total expenditures: \$237,100.78

Administrative expenses (no more than 5%): \$8,902.55

Please Note: This word document will not be accepted in place of the online reporting form.
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18. Provide any outcomes, measurements, or related data to the projects, programs, or services identified in the answer to question 16; and include sustainability factors.



19. Additional space for question 18



Section 4

Conclusion

You have completed your annual report for the 2022 covered period. Please check all the answers to the questions for completeness and accuracy.

20. By confirming below the person named in question 7 for the recipient listed in question 4 attests all information provided is complete and accurate and this is considered a digital signature pursuant to Nevada Revised Statutes Chapter 720.

Confirmed



AGENDA REQUEST FORM

FOR ESMERALDA COUNTY BOARD OF COMMISSIONERS MEETING

Meeting Name: **BOCC**

Date Submitted: 4/12/23 Meeting date requested 4/18/23
(see schedule to confirm)

Will be presented by: DA Robert Glennen (please print clearly)

CONTACT PHONE NUMBER 775 485 6352 EMAIL rglennen@esmeraldacountynv.org

WILL AN ACTION BE NEEDED ON THIS ITEM? YES NO (YOU MUST CHECK ONE)

DISCUSSION/DECISION: (This must be a clear and complete statement and not vague. Please include what kind of action you are requesting, for example: approve and sign documents, approve report, give direction to entity or person, etc., or if this is just a discussion, please indicate clearly)

TIMED 11:00 AM. Discuss and decide whether to accept the settlement with defendant CVS, and approve and sign the Settlement Agreement Form. Eglet Law firm will be available by phone.

RELATED DEPARTMENTS NOTIFIED YES NO

If YES, whom, District Attorney (review contract) and Vera Boyer (regarding budget). Please have Department Sign they received notification. Please note, if department notification is needed and is not signed request will not be accepted,

Department BOCC Signature

Department _____ Signature _____

Department _____ Signature _____

Department _____ Signature _____



If NO, please explain

WAS BACK-UP PROVIDED TO THE RELATED DEPARTMENTS YES NO

WILL THIS DOCUMENT NEED SIGNATURES YES NO (If YES, please make sure that it is clearly marked for signatures and provide three (3) copies.)

IS THIS A BUSINESS IMPACT STATEMENT YES NO (If YES, Please contact District Attorney for guidance)

PLEASE NOTE: Any agenda request that does not provide the Board with adequate information prior to or during the scheduled meeting may have the agenda request tabled or dismissed.

Person submitting agenda request

RECEIVED

APR 12 2023

Received by _____ date

ESMERALDA COUNTY CLERK

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) between and among CVS, the State of Nevada, and Participating Subdivisions memorializes the agreement between CVS and the State entered into on March 2, 2023, to resolve opioid-related Claims against CVS, including without limitation all Claims against CVS in *State of Nevada v. McKesson Corporation, et al.*, Case No. A-19-796755-B (Nev. Dist. Ct., Clark Cnty.), and all Claims brought against CVS by Participating Subdivisions.

I. Definitions

A. Definitions from CVS Global Settlement. The following definitions in Section I of the CVS Global Settlement and any exhibits they reference are incorporated by reference and apply to this Agreement: “Actions,” “Alleged Harms,” “Claim,” “Claim-Over,” “Covered Conduct,” “Later Litigating Subdivision,” “Litigating Subdivision,” “Non-Litigating Subdivision,” “Non-Participating Subdivision,” “Non-Party Covered Conduct Claim,” “Non-Released Entity,” “Opioid Remediation,” “Opioid Tax,” “Parties,” “Primary Subdivision,” “Product,” “Released Claims,” “Released Entities,” “Releasers,” “Subdivision,” and “Threshold Motion.” When used in the foregoing definitions, the term “CVS” shall mean “CVS” as defined below, the terms “Eligible State” and “Settling State” shall mean the “State” as defined below, and the term “Initial Subdivision Participation Date” shall mean the “Subdivision Participation Date” as defined below, except that when used in the definition of “Later Litigating Subdivision,” the term “Initial Subdivision Participation Date” shall mean March 2, 2023.

B. Modified Definitions from CVS Global Settlement. The following definitions in Section I of the CVS Global Settlement apply to this Agreement as modified below:

1. “*Agreement*” means this Settlement Agreement and Release, together with any exhibits attached hereto, which are incorporated herein by reference.
2. “*CVS*” means CVS Pharmacy, Inc., CVS TN Distribution, L.L.C., Longs Drug Stores California, L.L.C., and all of their past and present direct and indirect parents and subsidiaries, including without limitation CVS Health Corporation. For the avoidance of doubt, this definition shall not in any way limit the definition of Released Entities.
3. “*Designated State*” means the State of Nevada.
4. “*Participating Subdivision*” means a Subdivision that executes the Subdivision Participation and Release Form attached as Exhibit A and promptly dismisses with prejudice any pending Claims against Released Entities.
5. “*Payment Year*” means the calendar year during which the applicable Annual Payment is due pursuant to Section III.B. Payment Year 1 is 2023, Payment Year

2 is 2024 and so forth. References to payment “for a Payment Year” mean the Annual Payment due during that year.

6. “*Total Remediation Amount*” means the aggregate amount to be paid by CVS under this Agreement as specified in Section II.A.

C. Additional Definitions. The following additional definitions apply to this Agreement:

1. “*Annual Remediation Payment*” means the total amount payable by CVS to the State for Opioid Remediation under this Agreement for each Payment Year.

2. “*Common Benefit Assessment*” means the amount that is required to be held back and paid to the MDL Common Benefit Fund pursuant to the MDL Ongoing Common Benefit Order (Doc. 4428).

3. “*Court*” means the Clark County District Court, State of Nevada.

4. “*CVS Global Settlement*” means the global settlement that CVS entered into on December 9, 2022, to resolve prescription opioid lawsuits and claims brought by states and their political subdivisions, which is not yet, and may not become, effective. To the extent definitions, terms, provisions, or exhibits in the CVS Global Settlement are incorporated in this Agreement, those definitions, terms, provisions, and exhibits apply regardless of whether the CVS Global Settlement becomes effective. A copy of the CVS Global Settlement is attached as Exhibit B to this Agreement.

5. “*Execution Date*” means the date on which this Agreement is executed by the last Party to do so.

6. “*Nevada AG Action*” means the lawsuit filed by the State in the Court, captioned *State of Nevada v. McKesson Corporation, et al.*, Case No. A-19-796755-B.

7. “*One Nevada Agreement*” means the One Nevada Agreement on Allocation of Opioid Recoveries. A copy of the One Nevada Agreement is attached as Exhibit C to this Agreement.

8. “*State*” means the State of Nevada, including all of its departments, agencies, divisions, boards, commissions, offices, instrumentalities, and officers, including without limitation the Attorney General. Any reference to “Eligible State” or “Settling State” in a definition, term, or provision of the CVS Global Settlement that is incorporated by reference in this Agreement shall mean the State.

9. “*Subdivision Participation Date*” means ninety (90) days after the Execution Date. The Subdivision Participation Date may be extended by the mutual written agreements of CVS and the State.

II. Settlement of State's Claims and Dismissal of Nevada AG Action

A. Dismissal with Prejudice. Upon executing this Agreement, CVS and the State will execute and file a stipulation of dismissal in the Nevada AG Action providing for the dismissal with prejudice of the State's Claims against CVS. In the event that the Court declines to enter the stipulation of dismissal, this Agreement shall be null and void and shall have no effect.

B. Cessation of Litigation Activities. Any and all litigation activities in the Nevada AG Action related to Claims against CVS shall immediately cease upon execution of this Agreement.

III. Remediation Payments

A. Remediation Amount. CVS will pay a maximum of \$151,858,722.26 to the State for Opioid Remediation (the "*Total Remediation Amount*"), less the Common Benefit Assessment. The balance shall be paid over ten (10) years pursuant to section III.B.

B. Annual Remediation Payments by CVS. CVS will make ten (10) Annual Remediation Payments in equal installments. Provided that an IRS Form W-9 and sufficient wire instructions are timely provided to CVS, the Annual Remediation Payment for Payment Year 1 will be due sixty (60) days after the Subdivision Participation Date, and the Annual Remediation Payments for Payment Years 2 through 10 will be due on August 31 of each such Payment Year.

C. Payment Adjustment if Later Litigation. If there is or was any Action by a Later Litigating Subdivision within three (3) years after the Execution Date, then the Annual Remediation Payment for Payment Year 10 shall be reduced by \$4,000,000, if any such Action survived or survives a Threshold Motion.

IV. Allocation and Use of Remediation Payments

A. The Annual Remediation Payments shall be spent exclusively on Opioid Remediation pursuant to the requirements of the One Nevada Agreement. No portion of an Annual Remediation Payment may be allocated or distributed to a Non-Participating Subdivision.

V. Participation by Subdivisions

A. Requirements for Becoming a Participating Subdivision. A Subdivision becomes a Participating Subdivision by executing the Subdivision Participation and Release Form attached as Exhibit A by the Subdivision Participation Date and additionally, for a Litigating Subdivision, by promptly dismissing with prejudice its Action and Claims against the Released Entities by the Subdivision Participation Date. The State will provide CVS with the executed Settlement Participation and Release Forms for the Participating Subdivisions on or before the Subdivision Participation Date.

B. Attorney General's Representation and Warranty. The State, acting through the Attorney General of Nevada, by executing this Agreement, represents and warrants that (1) the One Nevada Agreement will ensure that all Subdivisions and Special Districts that are signatories to the One Nevada Agreement will become Participating Subdivisions, and (2) that any additional

Subdivision(s) and/or Special District(s) that sign(s) onto the One Nevada Agreement and participate(s) in the Walmart and/or Allergan settlement agreements also will become Participating Subdivisions. The State acknowledges the materiality of the foregoing representation and warranty.

VI. Release

A. Section XI of the CVS Global Settlement is incorporated by reference and applies to this Agreement, including without limitation the following provisions:

1. *Scope.* . . . [T]he Released Entities are hereby released and forever discharged from all of the Releasers' Released Claims. [The] State (for itself and its Releasers) and Participating Subdivision (for itself and its Releasers) 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 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 extend to the full extent of the power of [the] State and its Attorney General to release claims. This Agreement shall be a complete bar to any Released Claim.

2. *General Release.* In connection with the releases provided for in this Agreement, [the] State (for itself and its Releasers) and [each] Participating Subdivision (for itself and its Releasers) 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 Releaser 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 Settling State (for itself and its Releasers) and Participating Subdivision (for itself and its Releasers) hereby expressly waives and fully, finally, and forever settles, releases and discharges . . . any and all Released Claims that may exist as of such date even if Releasers 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 the . . . State['s] decision to enter into this Agreement or the Participating Subdivisions' decision to participate in this Agreement.

3. *Representation and Warranty.* The signator[y] hereto on behalf of [the State] expressly represent[s] and warrant[s] that [he or has] (or will obtain . . .) the authority to settle and release, to the maximum extent of the State's power, all Released Claims of

(1) the[] . . . State[], (2) all past and present executive departments, state agencies, divisions, boards, commissions and instrumentalities with the regulatory authority to enforce state and federal controlled substances acts, and (3) any of the[] . . . State's past and present executive departments, agencies, divisions, boards, commissions and instrumentalities that have the authority to bring Claims related to Alleged Harms and/or Covered Conduct seeking money (including abatement and/or remediation) or revocation of a pharmaceutical distribution or dispensing license. For the purposes of clause (3) above, executive departments, agencies, divisions, boards, commissions, and instrumentalities are those that are under the executive authority or direct control of the State's Governor. Also for the purposes of clause (3), a release from [the] State's Governor, to be materially similar to that in Exhibit X, is sufficient to demonstrate that the appropriate releases have been obtained.

VII. Miscellaneous

A. Further Incorporation by Reference. Sections V.F, XII.A, XII.E, XIII.A through XIII.D, XIII.F through XIII.P, and XIII.R through XIII.T of the CVS Global Settlement are incorporated by reference and apply to this Agreement.

B. Warranty of Equitable Treatment. The State warrants that, after the Execution Date, it will not settle claims against another pharmacy defendant that is more favorable to that other defendant based on the total amount of the settlement (including without limitation remediation payments, fees, and costs) with CVS (subject to a net-present-value adjustment in the event of different payment periods). The State acknowledges the materiality of the foregoing warranty.

C. Public Statements. CVS and the State agree to work together and coordinate the announcement and timing of the Agreement.

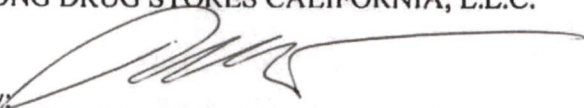
D. Records Custodian. CVS will provide an affidavit(s) from a records custodian to authenticate up to fifty (50) records requested by the State, which have been produced by CVS in the Nevada AG Action and that are capable of being authenticated by CVS. In the event the affidavit(s) is (are) not accepted in the Nevada AG Action, CVS will make a witness available to authenticate the records at trial if necessary.

E. Fees and Costs. Attorney fees and costs have been addressed and resolved directly between CVS and counsel.

F. Amendment. This Agreement may be amended or modified only by the mutual written agreement of CVS and the Attorney General.

IN WITNESS WHEREOF, CVS and the State, through their fully authorized representatives, have executed this Agreement as of the dates set forth below.

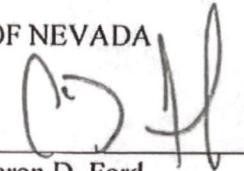
CVS PHARMACY, INC.
CVS TN DISTRIBUTION, L.L.C.
LONG DRUG STORES CALIFORNIA, L.L.C.

By: 

Thomas S. Moffatt
Vice President, Secretary, and Senior Legal
Counsel

Date: 3/15/23

STATE OF NEVADA

By: 

Aaron D. Ford
Attorney General of Nevada

Date: 3/14/23

EXHIBIT A

Subdivision Participation and Release Form

Governmental Entity:	State: Nevada
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 and Release between CVS and the State of Nevada ("*CVS-Nevada Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the CVS-Nevada 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-Nevada Settlement, understands that all terms in this Subdivision Participation and Release Form have the meanings defined therein, and agrees that by executing this Subdivision Participation and Release Form, the Governmental Entity elects to participate in the CVS-Nevada Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than the Subdivision Participation Date, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the CVS-Nevada Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS-Nevada Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, Annual Remediation Payments.
5. The Governmental Entity agrees to use any monies it receives through the CVS-Nevada Settlement solely for the purposes provided therein.
6. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS-Nevada Settlement, including without limitation all provisions of Section VI (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, hereby releases Released Entities 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-Nevada Settlement and agreed to herein 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-Nevada Settlement shall be a complete bar to any Released Claim.

7. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS-Nevada Settlement.
8. In connection with the releases provided for in the CVS-Nevada 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-Nevada Settlement.

9. Nothing herein is intended to modify in any way the terms of the CVS-Nevada Settlement, to which Governmental Entity hereby agrees. To the extent this Subdivision Participation and Release Form is interpreted differently from the CVS-Nevada Settlement in any respect, the CVS-Nevada Settlement controls.

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

Signature: _____

Name: _____

Title: _____

Date: _____



AGENDA REQUEST FORM

FOR ESMERALDA COUNTY BOARD OF COMMISSIONERS MEETING

Meeting Name: **BOCC**

Date Submitted: 4/12/23 Meeting date requested 4/18/23
(see schedule to confirm)

Will be presented by: DA Robert Glennen (please print clearly)

CONTACT PHONE NUMBER 775 485 6352 EMAIL rglennen@esmeraldacountynv.org

WILL AN ACTION BE NEEDED ON THIS ITEM? YES NO (YOU MUST CHECK ONE)

DISCUSSION/DECISION: (This must be a clear and complete statement and not vague. Please include what kind of action you are requesting, for example: approve and sign documents, approve report, give direction to entity or person, etc., or if this is just a discussion, please indicate clearly)

TIMED 11:00 AM. Discuss and decide whether to accept the settlement with defendant Allergan, and approve and sign the Settlement Agreement Form. Eglet Law firm will be available by phone.

RELATED DEPARTMENTS NOTIFIED YES NO

If YES, whom, District Attorney (review contract) and Vera Boyer (regarding budget). Please have Department Sign they received notification. Please note, if department notification is needed and is not signed request will not be accepted,

Department BOCC Signature 

Department _____ Signature _____

Department _____ Signature _____

Department _____ Signature _____



If NO, please explain

WAS BACK-UP PROVIDED TO THE RELATED DEPARTMENTS YES NO

WILL THIS DOCUMENT NEED SIGNATURES YES NO (If YES, please make sure that it is clearly marked for signatures and provide three (3) copies.)

IS THIS A BUSINESS IMPACT STATEMENT YES NO (If YES, Please contact District Attorney for guidance)

PLEASE NOTE: Any agenda request that does not provide the Board with adequate information prior to or during the scheduled meeting may have the agenda request tabled or dismissed.

Person submitting agenda request

RECEIVED

APR 12 2023

Received by **ESMERALDA COUNTY CLERK** date