

SETTLEMENT AGREEMENT AND RELEASE - UTAH

This Settlement Agreement and Release (hereinafter “Agreement” is entered into by and between the Plaintiffs¹ in the following cases filed in Utah state court: Cache County, Utah, et al v. Richard Sackler, et al., Case No. 190100112, Third District Court, Summit County, Silver Summit Division, State of Utah; Sevier County, Utah, et al v. Purdue Pharma L.P., et al., Case No. 190500362, Sixth District Court, Sevier County, State of Utah; Summit County, Utah v. Richard Sackler, et al., Case No. 180500119, Third District Court, Summit County, Silver Summit Division, State of Utah; Tooele County, Utah v. Richard Sackler, et al., Case No. 180300423, Third District Court, Summit County, Silver Summit Division, State of Utah; Uintah County, Utah, et al v. Richard Sackler, et al., Case No. 180800056, Third District Court, Summit County, Silver Summit Division, State of Utah; Washington County, Utah, et al v. Richard Sackler, et al., Case No. 190500179, Third District Court, Summit County, Silver Summit Division, State of Utah; Weber County, Utah, et al. v. Richard Sackler, et al., Case No. 180903087, Third District Court, Summit County, Silver Summit Division, State of Utah; and Wasatch County, Utah v. Richard Sackler, et al., Case No. 18050079, Third District Court, Summit County, Silver Summit Division, State of Utah (collectively the “Civil Actions”) and Henry Schein, Inc. (“Schein”), being the same entity identified as a Defendant in the Civil Actions (except for the Wasatch County action which did not name Schein as a Defendant).

WHEREAS, Plaintiffs have asserted, or could have asserted, various claims in the Civil Actions against Schein arising from Schein’s alleged marketing, distribution and/or sale of opioid drugs, as is more specifically set forth in the Civil Actions (the “Plaintiffs’ Claims”);

WHEREAS, Schein denies the contentions of Plaintiffs regarding Plaintiffs’ Claims and denies any liability or wrongdoing related to Plaintiffs’ Claims;

WHEREAS, to avoid the delay, uncertainty, inconvenience, and expense of protracted litigation, Plaintiffs and Schein have agreed to settle and compromise Plaintiffs’ Claims by Schein making payments totaling Sixty Thousand Dollars (\$60,000.00), without any admission of liability, which Plaintiffs have accepted;

NOW THEREFORE, in consideration of the payment by Schein to Plaintiffs the sum of Sixty Thousand Dollars (\$60,000.00) (the “Settlement Amount”), said Settlement Amount, subject to the hold back of any MDL assessment as set forth below, to be made within thirty (30) days of the Effective Date of this Agreement, Plaintiffs do hereby fully release, acquit, and forever discharge Schein, its current and former parent corporations, direct and indirect subsidiaries, brother or sister corporations, divisions, affiliates, current or former corporate owners, each of their members, managers, officers, directors, employees, servants and agents, and the corporate predecessors, successors and assigns of any of them, from any and all past, present, or future claims, indemnifications, contributions, subrogations, demands, actions, causes of action, damages, and compensation of any nature whatsoever, whether based in tort, contract, or any other theory of recovery, whether known or unknown, which Plaintiffs now have, or which may

¹ The “Plaintiffs” include: Beaver County, Utah; Cache County, Utah; Daggett County, Utah; Duchesne County, Utah; Emery County, Utah; Garfield County, Utah; Juab County, Utah; Kane County, Utah; Piute County, Utah; Rich County, Utah; Sevier County, Utah; Summit County, Utah; Tooele County, Utah; The Tricounty Health Department; Uintah County, Utah; Washington County, Utah; Wasatch County, Utah; Wayne County, Utah; and Weber County, Utah.

hereafter accrue or otherwise be acquired by Plaintiffs, on account of or may in any way grow or arise out of Plaintiffs' Claims or arising from the Civil Actions or related in any way to the conduct alleged (or that could have been alleged) therein. Schein and Plaintiffs stipulate and agree that the foregoing paragraphs contain operative contract terms and are not mere recitals. Plaintiffs shall provide wiring instructions to Schein within seven (7) days of the Effective Date of this Agreement.

Plaintiffs agree to and shall be responsible for any and all legally enforceable taxes, if any, that apply to the consideration set forth herein. Schein agrees to and shall cooperate with Plaintiffs to take reasonable and necessary steps to obtain the dismissal, with prejudice, of Schein from the Civil Actions.

By entering into this Agreement, Schein is not admitting any liability, any and all such liability being expressly denied. The execution of this Agreement shall not constitute nor ever be offered by any party as an admission of any fact or allegation asserted in any lawsuit, arbitration, or legal proceeding. Plaintiffs and Schein agree that they shall not issue a press release regarding the existence, nature or terms of this Agreement.

Plaintiffs and Schein at all times have had access to an attorney in the negotiation of the terms of and preparation of and execution of this Agreement, and have had the opportunity to review and analyze this Agreement for a sufficient period of time prior to execution and delivery. Except for the written warranties, representations, covenants, terms, and conditions specifically set forth herein, in executing this Agreement, no Party has relied upon any oral or written representation, statement, or communication of any other Party regarding the subject matter of this Agreement, any past or present fact, circumstance, condition, legal effect, or promise of future action, and specifically, Plaintiffs have not relied upon any representations made by any attorney or agent of Schein about the nature or extent of any damages or the nature or viability of any released claims. In deciding to enter into this Agreement, no Party is relying upon a legal duty, if one exists, on the part of any other Party (or such other Party's employees, agents, representatives, or attorneys) to disclose any information in connection with the execution of this Agreement or its preparation. It is expressly understood that no Party shall ever assert any failure to disclose information on the part of the other Party prior to the execution of this Agreement as a ground for challenging the validity of this Agreement.

Plaintiffs may hereafter discover facts other than or different from those which they know, believe, or assume to be true with respect to Plaintiffs' Claims, but Plaintiffs hereby expressly waive and fully, finally, and forever settle, release and discharge, upon the Effective Date, any and all Plaintiffs' Claims that may exist as of such date but which Plaintiffs do not know or suspect to exist which, if known, would materially affect Plaintiffs' decision to enter into this Agreement.

Plaintiffs have not assigned, sold, subrogated, or otherwise conveyed to any third party any actual or potential claim they have, or could have, against Schein arising from the Civil Actions or related in any way to the conduct alleged (or that could have been alleged) therein, and that in the event Schein is subjected to further demands or claims by any person or persons pursuant to any such assignment, right of substitution, or subrogation made by Plaintiffs to any third party, Plaintiffs shall indemnify and hold Schein harmless therefrom at Plaintiffs' sole cost and expense.

Plaintiffs agree and consent to Schein holding back from the Settlement Amount the Multi District Litigation (“MDL”) assessment as required pursuant to the May 9, 2022 Ongoing Common Benefit Order entered in *In Re: National Prescription Opiate Litigation*, Case No. 1:17-md-2804, which said amount of Four Thousand Five Hundred Dollars (\$4,500.00) shall be paid by Schein directly to the Court Common Benefit Fund.

Plaintiffs agree to take all reasonable and necessary steps to dismiss Schein, with prejudice, from the Civil Actions within seven (7) days of receipt of the payment set forth above.

If, after the date hereof, any provision of this Agreement is held to be illegal, invalid, or unenforceable under the present or future laws effective during the term of this Agreement, such provision shall be fully severable. In lieu thereof, there shall be added a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be effective, legal, valid, and enforceable.

This Agreement shall become effective (herein the “Effective Date”) following the execution of this document by duly authorized representatives of each of Plaintiffs and Schein. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall be interpreted and construed in accordance with the laws of the State of Utah.

Henry Schein, Inc., by its duly authorized representative:

Date

Print Name: _____

Print Title: _____

**Beaver County, Utah,
by its duly authorized representative:**

Date

Print Name: _____

Print Title: _____

**Cache County, Utah,
by its duly authorized representative:**

Date

Print Name: _____

Print Title: _____

Daggett County, Utah,
by its duly authorized representative:

Date

Print Name: _____

Print Title: _____

Duchesne County, Utah,
by its duly authorized representative:

Date

Print Name: _____

Print Title: _____

Emery County, Utah,
by its duly authorized representative:

Date

Print Name: _____

Print Title: _____

Garfield County, Utah,
by its duly authorized representative:

Date

Print Name: _____

Print Title: _____

Juab County, Utah,
by its duly authorized representative:

Date

Print Name: _____

Print Title: _____

Kane County, Utah,
by its duly authorized representative:

Date

Print Name: _____

Print Title: _____

Piute County, Utah,
by its duly authorized representative:

Date

Print Name: _____

Print Title: _____

Rich County, Utah,
by its duly authorized representative:

Date

Print Name: _____

Print Title: _____

Sevier County, Utah,
by its duly authorized representative:

Date

Print Name: _____

Print Title: _____

Summit County, Utah,
by its duly authorized representative:

Date

Print Name: _____

Print Title: _____

James A. Welch
Tooele County, Utah,
by its duly authorized representative:

8/10/22
Date

Print Name: James A. Welch

Print Title: County Manager

APPROVED AS TO FORM:

Colin Winchester 08/10/2022
Colin R. Winchester
Deputy Tooele County Attorney

The Tricounty Health Department,
by its duly authorized representative:

Date

Print Name: _____

Print Title: _____

Uintah County, Utah,
by its duly authorized representative:

Date

Print Name: _____

Print Title: _____

Washington County, Utah,
by its duly authorized representative:

Date

Print Name: _____

Print Title: _____

Wasatch County, Utah
by its duly authorized representative:

Date

Print Name: _____

Print Title: _____

Wayne County, Utah,
by its duly authorized representative:

Date

Print Name: _____

Print Title: _____

Weber County, Utah,
by its duly authorized representative:

Date

Print Name: _____

Print Title: _____



Tooele County Council Agenda Item Summary

Department Making Request:

County Attorney

Meeting Date:

Ratification

Mark Options That Apply:

Grant
1 time

Contract
1 yr. or less

Purchase

Exp date: NA

Grant
With County Match

Contract
More than 1 yr.

Exp date: _____

Budget Impact:

In Budget

Over Budget

Requested Amount: \$ NA

Item Title: Opioid Settlement with Henry Schein, Inc.

Please answer the who? what? when? why?

This is yet another small settlement in the opioid litigation. Tooele County will get a small share of \$60,000.

List who needs copies when approved: Scott Broadhead, Nicole Rash