

**SETTLEMENT AGREEMENT AND RELEASE
UTAH OPIOID LITIGATION**

This Settlement Agreement and Release (hereinafter "Agreement") is entered into by and between 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 "Civil Actions") and UCB, Inc. and Unither Manufacturing, LLC (collectively "UCB"), being the same and a related entity identified as a Defendant in the Civil Actions. As used herein, the term "Party" refers to UCB and each Plaintiff.

WHEREAS, Plaintiffs have asserted, or could have asserted, various claims in the Civil Actions against UCB arising from UCB's alleged manufacturing, marketing, distribution and/or sale of opioid drugs, including without limitation Lortab and/or Tussionex, as is more specifically set forth in the Civil Actions ("Claims");

WHEREAS, UCB denies the contentions of Plaintiffs regarding Plaintiffs' Claims, as set forth and alleged in the Civil Actions, and UCB further denies any liability or wrongdoing related to Plaintiffs' Claims;

WHEREAS, to avoid the delay, uncertainty, inconvenience, and expense of protracted litigation, Plaintiffs and UCB have agreed to settle and compromise Plaintiffs' Claims as set forth in the Civil Actions by UCB making a single one-time payment to Plaintiffs of Four Hundred Fifty Thousand Dollars (\$450,000.00), less any deduction for the MDL common benefit obligation (see applicable terms below), without any admission of liability, which Plaintiffs have accepted; and

NOW THEREFORE, in consideration of the payment by UCB to Plaintiffs of the sum of Four Hundred Fifty Thousand Dollars (\$450,000.00), which is inclusive of all claims for attorneys' fees, costs or other demands or liens against the same, but which is subject to the hold back of any MDL

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. Each plaintiff herein may be referred to individually as "Plaintiff."

common benefit assessment as set forth below ("Settlement Amount"), to be made within thirty (30) days of the Effective Date of this Agreement, Plaintiffs do hereby fully release, acquit, and forever discharge UCB, along with its current and former parents, affiliates, members, managers, officers, directors, subsidiaries, and assigns, from any and all past, present, or future claims, whether known or unknown, which Plaintiffs now have, that in any way arise out of Plaintiffs' Claims, and/or are related to the facts and circumstances alleged in the Civil Actions. Plaintiffs shall provide wiring instructions to UCB 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, and/or any other legal requirements and procedures so as to render entirely effective the terms and obligations of this Agreement, if any, that apply to the Settlement Amount or otherwise. UCB agrees to and shall cooperate with Plaintiffs to take reasonable and necessary steps to obtain the dismissal, with prejudice, of UCB from the Civil Actions. Plaintiffs, through their counsel, shall be responsible to allocate the Settlement Amount, amongst and between each Plaintiff. As indicated below, UCB and the Plaintiffs agree to submit such stipulation(s) and order(s) as may be necessary to entirely and completely dismiss UCB with prejudice from the Civil Actions, with each Party to bear its own attorneys' fees and costs.

By entering into this Agreement, UCB 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 UCB 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 UCB 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 or enforceability of this Agreement. This Agreement contains the entire agreement between the Plaintiffs and UCB regarding the settlement of the Civil Actions, and this Agreement supersedes any and all prior written and/or oral agreements, discussions or representations as between each Party regarding the same. This Agreement may not be modified or altered absent a subsequent written instrument signed by each Party.

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 of the Plaintiffs' Claims, or any and all allegations as set forth in the Civil Actions 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 UCB 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 UCB, or its related entities and operations, 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, individually or collectively, shall indemnify and hold UCB harmless therefrom at Plaintiffs' sole cost and expense.

Plaintiffs agree and consent to UCB 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 \$33,750.00 (thirty-three thousand seven hundred and fifty dollars) shall be paid by UCB directly to the Court Common Benefit Fund. Should additional funds be required to satisfy the MDL Common Benefit Order, such funds shall be paid and/or deducted from the Settlement Amount.

Plaintiffs agree to take all reasonable and necessary steps to dismiss UCB, with prejudice, from the Civil Actions within seven (7) days of receipt of the payment set forth above. In addition, each Party agrees to cooperate in the development or execution of any and all supplementary documents or instruments that may be necessary to give full force and effect to terms and intent of this Agreement.

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 and to the extent possible, 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 be governed by applicable laws and procedures of the State of Utah, without regard to choice of law principles. Any action or proceeding brought to enforce or construe the terms of this Agreement shall be exclusively filed with the Third Judicial District Court for Summit County, State of Utah. Each Party consents to such jurisdiction and venue. Should an action or other proceeding be brought to enforce or construe any provision or obligation of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

This Agreement shall become effective as to each Party (herein the "Effective Date") following the last Party to execute this Agreement by a duly authorized representative of each Plaintiff and UCB. This Agreement may be executed electronically and in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

UCB, 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:

2/27/2023

Date

Print Name: JAMES ANDREW WELCH

Print Title: TOOELE COUNTY MANAGER

APPROVED AS TO FORM:

The Tricounty Health Department,
by its duly authorized representative:

Date

Print Name: _____

Print Title: _____

Colin R. Winchester 02/15/2023

Colin R. Winchester
Deputy Tooele County Attorney

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:

Attorney

Meeting Date:

2/21/2023 Ratification

Mark Options That Apply:

Grant
1 time

Contract
1 yr. or less

Purchase

Exp date: _____

Grant
With County Match

Contract
More than 1 yr.

Other _____

Exp date: _____

Budget Impact:

In Budget

Over Budget

Amount of Contract, Service, Grant: \$ _____

Item Title: Settlement Agreement & Release Utah Opioid Litigation

Please answer the who? what? when? why?

This is the latest settlement in the opioid litigation.

List who needs copies when approved: