



APPROVED
9/30/2024

Andrew C. Mihelich
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Tulsa County District Attorney's Office
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TO: Board of County Commissioners
Stan Sallee, Chairman
Kelly Dunkerley
Karen Keith

DATE: September 25, 2024

RE: Target Opioid Litigation Settlement Participation agreement.

Submitted for your approval is the attached Agreement to participate in the Master Settlement Agreement reached between the County's outside counsel for Opioid litigation, Napoli Shkolnik, PLLC, and Target Corporation. The agreement settles all opioid related claims against Target for \$14,000,000, a portion of which will be paid to Tulsa County based on Napoli Shkolnik's allocation percentage, and commits the County to using no less than eighty-five percent (85%) of the received funds towards Opioid Remediation.

Respectfully submitted for your approval and execution, for the Sept. 30, 2024, BOCC Meeting Agenda.

Very truly yours,

Andrew C. Mihelich
Assistant District Attorney

CMF# 20241855

TARGET MASTER SETTLEMENT AGREEMENT

EXHIBIT B

SETTLING SUBDIVISION PARTICIPATION AND RELEASE FORM

Local Political Subdivision / Governmental Entity:
State:
Authorized Official:
Address 1:
Address 2:
City, State, Zip:
Phone:
Email:

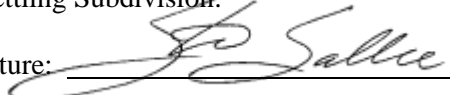
The local political subdivision / governmental entity identified above (“*Settling Subdivision*”), in order to obtain and in consideration for the benefits provided to the Settling Subdivision pursuant to the Settlement Agreement, and acting through the undersigned authorized official, hereby elects to participate in the Settlement Agreement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Settling Subdivision is aware of and has reviewed the Settlement Agreement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Settling Subdivision elects to participate in the Settlement Agreement and become a Releasor as provided therein.
2. The Settling Subdivision through its counsel shall promptly move to dismiss with prejudice any Released Claims that it has filed.
3. The Settling Subdivision agrees to the terms of the Settlement Agreement pertaining to Releasors as defined therein, and specifically the Settling Subdivision acknowledges and agrees that it is the intent of the Parties that the Settlement Amount be for Opioid Remediation, as defined in the Settlement Agreement, and that in no event may less than eighty-five percent (85%) of the Settlement Amount (less any amounts used to pay attorneys’ fees, investigation costs, or litigation costs) be spent on Opioid Remediation. Settling Subdivision agrees to either maintain the Settlement Amount in an account designated for Opioid Remediation, or at its discretion, shall cooperate with any reasonable request by Target for a report accounting for the disbursement of the settlement funds.
4. By agreeing to the terms of the Settlement Agreement and becoming a Releasor, the Settling Subdivision is entitled to monetary payments.

5. The Settling Subdivision hereby becomes a Releasor for all purposes in the Settlement Agreement, along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Settling Subdivision 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 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 Settling Subdivision to release claims. The 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 Settlement Agreement, to which Settling Subdivision hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Settlement Agreement in any respect, the Settlement Agreement controls.

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

Signature:  _____

Name: Stan Sallee

Title: Chairman

Date: 9/30/2024

APPROVED AS TO FORM/ LEGALITY



ASSISTANT DISTRICT ATTORNEY

Andrew C. Mihelich

MASTER SETTLEMENT AGREEMENT

PREAMBLE

This Master Settlement Agreement (“MSA” or “Agreement”) is entered into by and among the Settling Local Political Subdivisions identified in Exhibit A, (the “Settling Subdivisions”), and Target Corporation (“Target”). Collectively, the above will be referred to as the “Parties.”

WHEREAS, the Settling Subdivisions have or will assert cases and/or claims against Target involving, arising from, related to, or in connection with damages, costs, monies, abatement and/or any other remedies or relief relating to or arising from past and/or continuing opioid-related injuries, damages, costs, nuisances and/or harms allegedly caused by Target;

WHEREAS, Target has denied and continues to deny any liability for the claims asserted by the Settling Subdivisions;

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 claim(s) or defense(s), the Parties desire to (a) avoid the delay, uncertainty, inconvenience, and expense of protracted litigation by the Settling Subdivisions, and (b) fully and finally resolve, settle and release all Claims (as defined below) that have been, could have been, or could in the future be asserted against any of the Target Released Entities (as defined below) relating to the Released Claims (as defined below);

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:

TERMS AND CONDITIONS

1. Defined Terms. In this Settlement Agreement, the following terms shall have the following respective meanings:

A. “Action(s)” means all proceedings brought by the Settling Subdivisions against Target related to the Covered Conduct and/or the Products, in any state or federal court, including the cases identified in Exhibit A.

B. “Aggregate Settlement Amount” means the sum of \$14,000,000 U.S. dollars to be paid by Target to the Settling Subdivisions in accordance with Paragraph 2.

C. “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, including those expenditures that have allegedly arisen as a result of the physical and bodily injuries sustained by individuals suffering from opioid-related addiction, abuse, death, and other related diseases and disorders.

D. “Claim(s)” means any cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative or indemnity claim, request,

assessment, charge, covenant, damage, debt, lien, loss, fine, penalty, restitution, reimbursement, disgorgement, expenses, judgement, right, obligation, dispute, action, suit, controversy, parens patriae claim, attorneys' fees and costs, claim for payment of unpaid fees, and/or any 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 any forum, including but not limited to any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, abatement, attorneys' fees, expert fees, consultant fees, fines, penalties, expenses, costs, or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.

E. "Claim-Over" means a Claim asserted by a Non-Released Party against Target Released Entity on the basis of contribution, indemnity, or any claim-over theory relating to Claims arising out of or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by Target) asserted by a Releasor against the Target Released Entities.

F. "Covered Conduct" means any and all actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, service, work, misstatement, misleading statement, or other activity or inactivity of any kind whatsoever from the beginning of time (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, service, work, misstatement, misleading statement, or other activity or inactivity of any kind whatsoever) relating in any way to: (1) any alleged opioid-related overdoses, abuses, crises, epidemics, injuries, or costs; (2) the discovery, research, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, relabeling, recall, withdrawal, distribution, delivery, monitoring, reporting, supply, sale, prescribing, ordering, auditing, analyzing, dispensing, training, physical security, warehousing, use or abuse of, training or education relating to, or operating policies or procedures relating to, any Products, or any system, plan, policy, procedure, program, data, campaign, or advocacy relating to any Product; (3) the characteristics, properties, risks, or benefits of any Product and/or any Product used in combination with any other Product; (4) the monitoring, auditing, reporting, disclosure, non-monitoring, non-reporting, or non-disclosure to federal, state, or other governmental officials or regulators of any acts, omissions, failures to act, conduct, events, transactions, or occurrences relating to any controlled substances, including Products; and/or (5) any acts, omissions, failures to act, conduct, events, transactions, or occurrences that were or could have been alleged in the Action, including but not limited to in the Petition. The Parties intend that "Covered Conduct" be interpreted broadly.

G. “Dismissal Order(s)” means the order that shall be filed in the Actions upon execution of this Agreement by the Settling Subdivisions dismissing the filed actions as to Target with prejudice.

H. “Effective Date” means the last date on which all of the following have occurred, and all of the following are conditions precedent to making this a final and binding Agreement:

(i) the Agreement is fully executed;

(ii) Target has paid the Aggregate Settlement Amount to the Settling Subdivisions in accordance with Paragraph 2;

(iii) all Settling Subdivisions have executed and provided to Target a Settling Subdivision Release; and

(iv) the Settling Subdivisions have filed dismissals with prejudice of all of their claims asserted against Target in the Actions identified in Exhibit A.

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

J. “Escrow Account” means an escrow account established by or on behalf of the Settling Subdivisions, for the wire transfer of the Aggregate Settlement Amount contemplated by Paragraph 2(a).

K. “Non-Released Parties” means any person or entity other than the Target Released Entities.

L. “Notice Designees” has the meaning set forth in Paragraph 19.

M. “Opioid Remediation” means care, treatment, and other programs and expenditures (including reimbursement for past such programs or expenditures) designed to remediate Alleged Harms, including to (1) address the misuse and abuse of opioid products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of, including on those injured as a result of, the opioid epidemic. Qualifying expenditures may include reasonable related administrative expenses.

N. “Parties” has the meaning set forth in the Preamble.

O. “Product(s)” means: (1) all medications approved by the U.S. Food & Drug Administration composed of or containing natural, synthetic, or semisynthetic chemicals that bind to opioid receptors in the brain or body, including but not limited to prescription medications containing fentanyl, hydrocodone, hydromorphone, methadone, morphine, oxycodone, tapentadol, tramadol, buprenorphine, butorphanol, codeine, propoxyphene, and diphenoxylate, whether generic or branded, in whatever form, including but not limited to tablet, capsule, pill, patch, spray, and film, and whether or not listed by the U.S. Drug Enforcement Administration (“DEA”) as Schedule II, III, or IV drugs pursuant to the

federal Controlled Substances Act; (2) chemicals that bind opioid receptors in the brain or body referred to in the Petition or otherwise related to the Covered Conduct and/or the Action; (3) any other controlled substances alleged to have contributed to, caused, or impacted the opioid crisis or alleged to have contributed to, caused, or impacted the opioid crisis or alleged to be abused in combination with Products, including but not limited to benzodiazepines, muscle relaxants, anesthetics, and sedatives; and (4) opiate antagonists, including but not limited to naloxone and naltrex.

P. “Released Claims” means any Claim by any Releasor against any Released Entity in any way arising from, growing out of or in any manner relating to, or based on the Covered Conduct or any Claim or potential Claim arising from or relating to the allegations that have been made or could have been made in the Actions. For the avoidance of doubt, the term “Released Claims” includes, but is not limited to: (a) Claims for alleged violations of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1961 et seq.; (b) Claims for alleged violations of state corrupt practices acts; (c) Claims for alleged violations of any federal, state, or local law, regulation, or ordinance concerning controlled substances; (d) Claims alleging any statutory or common law public nuisance; (e) Claims alleging any statutory or common law fraud, negligence, injury through criminal acts, conspiracy, or unjust enrichment; (f) Claims seeking the abatement of any nuisance or other condition the Settling Subdivisions’ jurisdictions; and (g) Claims seeking relief for any sort of harm to the public or public interest. For the avoidance of doubt, this Settlement Agreement does not purport to release any claims that have been brought by the Non-Settling Entities, who are not parties or privies to this Settlement Agreement.

Q. “Releasors” means (a) the Settling Subdivisions and (b) all of their past, present, and future agencies, authorities, boards, commissions, councils, departments, districts, divisions, offices, predecessors, successors, assigns, officials (elected or unelected), employees, attorneys, agents, representatives, and any other persons or entities within control of any of the foregoing or through which any of the foregoing may take action or on whose behalf they have the right to give the releases set forth in this Settlement Agreement.

R. “Settlement Agreement” is this Master Settlement Agreement as defined in the Preamble.

S. “Settling Subdivision Release” shall mean the Settling Subdivision Participation and Release Form attached as Exhibit B.

T. “Settling Subdivisions” are the local political subdivisions identified in Exhibit A, as defined in the Preamble.

U. “Target Released Entities” means Target Corporation, and all and each of its past, present, and future parents, related organizations, subsidiaries, divisions, departments, controlled entities, unincorporated business units, holding companies, affiliates, successors, or predecessors, and any of the past, present, and future officers, directors, stockholders, administrators, partners, members, associates, agents, attorneys, advisors, servants, subrogees, employees, representatives, beneficiaries, administrators,

assigns, heirs, consultants, principals, and trustees, and their respective insurers and reinsurers in their capacity as such, of any of the foregoing entities. The Parties intend that “Target Released Entities” be interpreted broadly.

2. **Payment of Aggregate Settlement Amount.** In full and final satisfaction of all Released Claims, the Aggregate Settlement Amount shall be paid to the Settling Subdivisions as follows:
- (a) Within 30 (thirty) days of the later of (a) the Execution Date or (b) the date that Target receives a completed W-9 and wire instructions from the Settling Subdivisions’ counsel, Napoli Shkolnik PLLC, Target shall make a total payment of \$14,000,000 as the Aggregate Settlement Amount into the Escrow Account, for the benefit of the Settling Subdivisions.
 - (b) The Aggregate Settlement Amount will be apportioned among the Settling Subdivisions using allocation percentages used in previous National Opioid Settlements and used by the Settling Subdivisions at the sole discretion of the Settling Subdivisions and their counsel. Target shall not participate in the apportionment and shall not be responsible for the methodology or cost of the apportionment. The sufficiency of the Aggregate Settlement Amount is acknowledged by the Parties and is inclusive of all attorneys’ fees and costs and any and all other charges, fees, liens and/or costs associated with completing the terms of this Settlement Agreement, including, but not limited to, any and all assessments for any common benefit and/or court mandated assessment funds, any payments that may be required to satisfy liens or subrogation interests, and any fees and costs associated with the setup and the administration of apportionment of the Aggregate Settlement Amount.
 - (c) Within 45 (forty-five) days of payment of the Aggregate Settlement Amount, all Settling Subdivisions identified in Exhibit A shall provide executed Settling Subdivision Releases to Target. Upon Target’s receipt of all Settling Subdivision Releases, the funds in the Escrow Account shall immediately and by the terms of the Escrow Account be released to the Settling Subdivisions.
 - (d) Releases.
 - (i) Upon the Effective Date, Releasers shall be deemed to have fully, finally, and forever released the Released Entity from all Released Claims with prejudice. For the avoidance of doubt, Releasers hereby absolutely, unconditionally, and irrevocably covenant not to bring, file, or claim, or to cause, assist, or permit to be brought, filed, or claimed, any Released Claims of any type in any forum whatsoever arising from Covered Conduct against the Target Released Entities. This Settlement Agreement shall constitute and may be pleaded as a complete bar to any Released Claim.
 - (ii) It is the intention of the Parties in executing this Settlement Agreement to effect a good-faith settlement by certain alleged joint tortfeasors. The

Releasers intend to release Target Released Entities from any and all potential Released Claims for contribution or equitable or implied indemnity that may exist under any state or federal statutory or common law.

- (iii) The releases set forth in this Settlement Agreement shall become effective immediately upon the Effective Date.

3. **Dismissals.** Within three (3) business days after the Execution Date, the Settling Subdivisions shall file a Notice of Voluntary Dismissal with Prejudice in the Actions, voluntarily dismissing with prejudice all of the Settling Subdivisions' claims against Target with prejudice and without costs.

4. **Confidentiality.**

a. The Settling Subdivisions and their counsel agree that they will not disclose, publish, publicize, disseminate, or otherwise communicate to any individual or entity any term, condition, or provision of this Agreement, including the Aggregate Settlement Amount or allocated settlement amount, except as is required by law, including under the any sunshine, open records or open meeting acts.

b. The confidentiality provisions in this Agreement do not prohibit or restrict the Settling Subdivisions from making such disclosures as are required by law, including under applicable open records or open meeting acts, nor does this Section prohibit disclosures or communications to governmental agencies or entities, courts, tax advisors, attorneys, insurers, reinsurers, or accountants who require such information.

c. In the event that, pursuant to a valid subpoena, court order, or other valid legal process in any litigation, the Local Government's attendance, testimony, or production of documents is commanded or required which would require disclosure of the Agreement and/or any of its terms, conditions, or monetary consideration, unless prohibited or restricted by applicable law or court order, the Settling Subdivisions will promptly provide Target with written notice for the purpose of determining whether to intervene in order to maintain the confidentiality of the information, and shall exercise reasonable efforts to attempt to maintain the confidentiality of this Agreement.

d. The Settling Subdivisions and their employees, attorneys, agents, and any other representatives covenant and agree that, except as is required by law, including under applicable open records or open meeting acts, they will not disclose or reveal to any person, corporation, newspaper, radio station, television station, or any other entity whatsoever, nor will they directly or indirectly, cause to be disclosed, revealed, published, publicized, disseminated, or communicated, to any person, corporation, media outlet or entity, any information whatsoever

concerning the terms, methodologies, computations, or conditions of this Agreement, including the settlement amount.

5. Non-Disparagement.

The Settling Subdivisions agree not to make any statement related to Target, written or verbal, including but not limited through their commissioners, directors and officers, employees, agents, attorneys, representatives, departments, and divisions, to any person or entity that is critical, denigrating, or otherwise reasonably likely to be harmful to Target, or to be injurious to the goodwill, reputation, or business standing of Target. Notwithstanding the foregoing, this non-disparagement clause shall not preclude the Settling Subdivisions from any good faith response to any inquiries under oath or in response to governmental inquiries, or to statements made in the course of legal proceedings, to the extent any such statements are allowed under, and subject to the notice requirement of, the final clause in Paragraph 4 of this Agreement.

6. Contribution, Indemnification, Non-Party Settlement and Claim-Over.

- (a) **Statement of Intent.** The Parties agree that they have entered into this Agreement in good faith based upon numerous factors, including the Target Released Entities' role in the pharmacy market, and that payment made under this Agreement shall be the sole payment made by the Target Released Entities to the Settling Subdivisions involving, arising out of, or related to the Covered Conduct, the Products, the Action, and/or allegations encompassed by the Petition. It is the further intent of the Parties that the Target Released Entities should not seek contribution or indemnification (other than pursuant to any insurance contract) from other parties for their payment obligation under this Agreement; that Claims by the Settling Subdivisions against Non-Released Parties should not result in additional payments by the Target Released Entities, whether through contribution, indemnification, or any other means; and that this Agreement meets the requirements of applicable law or doctrine that reduces or discharges a released party's liability to any other parties.
- (b) **Non-Party Settlement.** To the extent that, on or after the Effective Date, any Settling Subdivision settles any Claims it may have against any Non-Released Party arising out of or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Target Released Entity), the Products, and/or the Action, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Settling Subdivision will include in the Non-Released Party settlement (or in the case of a Non-Released Party settlement made in connection with a bankruptcy case, will cause the debtor to include), unless prohibited from doing so under applicable law, a prohibition on contribution or

indemnity of any kind or a release from such Non-Released Party in favor of the Target Released Entities or any Claim-Over.

- (c) Claim-Over. In the event that any Settling Subdivision obtains a settlement or judgement with respect to the Covered Conduct, the Products, and/or the Action against a Non-Released Party that does not contain a prohibition on contribution or indemnity of any kind or a release from such Non-Released Party in favor of the Target Release Entities, or any Settling Subdivision files or has filed a Claim arising out of or related to Covered Conduct, the Products, and/or the Action against a Non-Released Party in bankruptcy, and such Non-Released Party asserts a Claim arising out of or related to Covered Conduct, the Products, and/or the Action against a Target Released entity (a "Claim-Over"), then the Settling Subdivision and Target Released Entities shall take the following actions to ensure that the Target Released Entities do not pay more with respect to the Covered Conduct, the Products, and/or the Action to the Settling Subdivision or to the Non-Released Party than the amount owed under this Agreement by Target:
- (i) Target shall notify the Settling Subdivision of the Claim-Over within sixty (60) days of the assertion of the Claim-Over or sixty (60) days of the Effective Date of this Agreement, whichever is later; and
 - (ii) The Settling Subdivision and Target shall meet and confer and take steps sufficient and permissible under the law to hold the Target Released Entities harmless from the Claim-Over and ensure that the Target Released Entities are not required to pay more with respect to the Covered Conduct, the Products, and/or the Action than the amount owed by Target under this Agreement. Such steps may include, where permissible: filing of motions to dismiss or such other appropriate motion by Target or the Target Released Entities, and supported by the Settling Subdivision, in response to any Claim filed in litigation or arbitration; reduction of that Settling Subdivision's Claim and any judgement it has obtained or may obtain against such Non-Released Party by whatever amount or percentage is necessary to extinguish such Claim-Over under applicable law, up to the amount that the Settling Subdivision has obtained, may obtain, or has authority to control from such Non-Released Party; and such other actions as the Settling Subdivision and Target may devise to hold the Target Released Entities harmless from the Claim-Over.

7. Automatic Termination.

The accomplishment of an Effective Date within 45 (forty-five) days of Target's payment of the Aggregate Settlement Amount to the Settling Subdivisions in accordance with Paragraph 2 is an important term of this Agreement. If the Effective Date does not occur within 45 (forty-five) days of Target's Aggregate Settlement Amount payment, then this Agreement is automatically terminated and becomes null, void, and of no effect whatsoever. In that event, the parties automatically will revert to their respective positions immediately prior to the "as of" execution date of this Agreement, and the Parties will

proceed in the Action as if no Agreement had ever been made; provided, however, that the Settlement Amount will be returned to Target within 60 (sixty) days of Target's Aggregate Settlement Amount payment. The time period under this paragraph may be extended upon written agreement by the parties.

8. **Settlement Allocation.** The Settlement Amount will be apportioned among the Settling Subdivisions using allocation percentages used in previous National Opioid Settlements and used by the Settling Subdivisions at the sole discretion of the Settling Subdivisions.
9. **Use of Settlement Payments.** It is the intent of the Parties that the Settlement Amount be for Opioid Remediation. In no event may less than eighty-five percent (85%) of the Settlement Amount (less any amounts used to pay attorneys' fees, investigation costs, or litigation costs) be spent on Opioid Remediation.
10. **No Third-Party Beneficiaries.** Nothing in this Settlement Agreement is intended to or shall confer upon any third party any legal or equitable right, benefit, or remedy of any nature whatsoever.
11. **No Admission of Liability.** Target is entering into this Agreement solely for the purpose of settlement, and nothing contained 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, all of which Target expressly denies. Target does not admit that it caused or contributed to any public nuisance or harm, and Target does not admit any wrongdoing that was or could have been alleged by the Settling Subdivisions. No part of this Agreement, including its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing by Target.
12. **Entire Agreement.** This Agreement represents the full and complete terms of the settlement entered into by the Parties hereto. In any action undertaken by the Parties, no prior versions of this Agreement and no prior versions of any of its terms that were not entered by the Court in this Agreement, may be introduced for any purpose whatsoever.
13. **Waiver, Modification, or Amendment.** This Settlement Agreement shall not be subject to waiver, modification, or amendment, unless by written instrument duly executed by all. Waiver of a right under this agreement shall not be deemed a waiver of any other right. Forbearance, temporary waiver, or other failure to enforce any right under this Agreement shall not constitute a permanent waiver. This Agreement is agreed upon without trial or adjudication of any issue of fact or law or finding of liability of any kind and shall not be construed or used as a waiver or limitation of any defense otherwise available (including, but not limited to, jurisdictional defenses) to Target or any other Target Released Entity in any action (including, but not limited to, the Action) or any other proceeding.
14. **Arm's Length Negotiations.** The Parties agree and stipulate that this Agreement was negotiated on an arm's-length basis between parties of equal bargaining power. The Agreement has been drafted jointly by counsel for each Party.

15. **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.
16. **Governing Law.** The terms of this Agreement shall be governed by the laws of the State of Minnesota.
17. **Most Favored Nation.** If, within six (6) months after execution of this Agreement, Target enters into a global settlement, which resolves opioid-related claims with at least ninety percent (90%) of the municipalities or subdivisions where Target operated a pharmacy that dispensed opioids (“Target Global Settlement”), and if a Settling Subdivision to this Agreement would otherwise qualify for the Target Global Settlement but for its release under this Agreement, the Settling Subdivision will not be prohibited from pursuing from the Target Global Settlement fund the difference between its Individual Settlement Amount and any settlement allocations it would receive on or before December 31, 2025, under the Target Global Settlement, provided that this paragraph does not create any additional obligations on Target and provided that Target is not required to pay an additional monetary amount to either the Settling Subdivision or the Target Global Settlement because of the Settling Subdivision’s participation in either this Agreement or the Target Global Settlement. A Settling Subdivision must pursue this amount prior to December 31, 2025.
18. **Venue.** Any suits, actions or proceedings arising out of this Agreement shall be brought in in the United States District Court for the District of Minnesota. If subject matter jurisdiction (including diversity jurisdiction) does not exist in the United States District Court for the District of Minnesota for any such claim, then the exclusive forum and venue for any such action shall be the courts of the State of Minnesota located in Hennepin County.
19. **Notice.** All Notices under this Settlement Agreement shall be provided to the following Notice Designees via email and Overnight Mail:

FOR TARGET

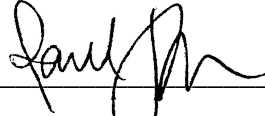
Target Corporation
Attn: Target Law Department
1000 Nicollet Mall
Minneapolis, MN 55403
GL.Legal@Target.com

James Stephen Bennett
Faegre Drinker Biddle & Reath LLP
110 W. Berry Street, Suite 2400
Fort Wayne, Indiana 46802
stephen.bennett@faegredrinker.com

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

Date: 8/30/2024

By:



Name: Paul Napoli

Title: Partner

Date: 9/3/2024

By: s/Jacob Vandelist

Name: Jacob Vandelist

Title: Director Counsel, Target Corporation
