

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: _____

Title: _____

Date: _____