

GREEN COUNTY BOARD OF SUPERVISORS

Jerry Guth, Chair

Kristi Leonard, First Vice-Chair | Jody Hoesly, Second Vice-Chair

Tuesday, March 14, 2023 at 7:00 p.m.

County Boardroom · Green County Courthouse · 1016 16th Ave · Monroe, WI

COUNTY BOARD AMENDED MEETING AGENDA

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. UW-Extension Annual Report
5. Approve the Minutes of the February 14, 2023 County Board Meeting
6. Consider Ordinance 23-0301 (Modification to ATV/UTV Regulations)
7. Consider Ordinance 23-0302 (Modification to ATV/UTV Route – Town of Jefferson)
8. Consider Ordinance 23-0303 (Modification to ATV/UTV Route – Town of Cadiz)
9. Consider Ordinance 23-0304 (Modification to ATV/UTV Route – Town of Decatur)
10. Consider Ordinance 23-0305 (Modification to ATV/UTV Route – Town of Mt. Pleasant)
11. Consider Ordinance 23-0306 (Modification to ATV/UTV Route – Town of Albany)
12. Consider Ordinance 23-0307 (Modification to ATV/UTV Route – Town of Monroe)
13. Consider Ordinance 23-0308 (Modification to ATV/UTV Route – Town of Sylvester)
14. Consider Ordinance 23-0309 (Modification to ATV/UTV Route – Town of Spring Grove)
15. Consider Ordinance 23-0310 (Modification to ATV/UTV Route – Town of Clarno)
16. Consider Resolution 3-1-23 (Authorizing Green County to Enter Into the Settlement Agreements with Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Walgreen Co., Walmart, Inc., CVS Health Corporation and CVS Pharmacy, Inc., Agree to the Terms of the Addendum to the MOU Allocating Settlement Proceeds, and Authorize Entry Into the MOU with the Attorney General)
17. *Consider Resolution 3-2-23 (Resolution Adopting “All Hazards Mitigation Plan Revision”)
18. Announcements
19. Appointments:
 - a. Gary Ziegler as the Director of Emergency Management
20. Distributions: Land & Water Conservation Annual Report, County Clerk Annual Report
21. Adjourn

Arianna L. Voegeli, Green County Clerk

*indicates amended item(s)

www.greencountywi.org

PLEASE NOTE: Upon reasonable notice, efforts will be made to accommodate the needs of individuals with disabilities through sign language, interpreters or other auxiliary aids.

For additional information or to request the service, contact the Green County Clerk's Office at (608) 328-9430.

PROCEEDINGS OF THE GREEN COUNTY BOARD OF SUPERVISORS

February 14, 2023

County Boardroom, Green County Courthouse, 1016 16th Ave, Monroe, WI

Jerry Guth, Chair, called the meeting to order at 7:00 p.m.

The Clerk read the roll call with 28 present, 2 excused absence being Nelson, Schwartz and 1 tardy being Hartwig.

The Board recited the Pledge of Allegiance.

Sheriff Jeff Skatrud presented awards to various Green County deputies, jailers, dispatchers and detectives.

Motion by Roemer, seconded by Carlson to approve the minutes of the January 10, 2023, meeting. Motion carried by a unanimous voice vote.

RESOLUTION 2-1-23

Resolution Eliminating and Creating PVNH Positions

WHEREAS, County Code 1-7-4 directs and charges the Personnel and Labor Relations Committee with the responsibility for considering and recommending requests for employee reclassification, creation and description of new positions and associated grades.

NOW, THEREFORE, BE IT RESOLVED, by the Green County Board of Supervisors, in legal session assembled, that the Board consider the recommendation of the Personnel and Labor Relations Committee for the following position modifications at Pleasant View Nursing Home:

Eliminate:	Unit:	Pleasant View Nursing Home
	Title:	RN-Registered Nurse
	Grade:	M
	Status:	Full-time 40 hrs per week, non-exempt
		Minimum/Maximum
	Hourly Rate:	\$27.69 to \$34.64
	Benefits:	All county fringe benefits
	Effective Date:	February 19, 2023
	Tax Levy:	0
Proposed:	Unit:	Pleasant View Nursing Home
	Title:	Dementia Nursing Coordinator
	Grade:	P
	Status:	Full-time 40 hrs per week, non-exempt
		Minimum/Maximum
	Hourly Rate:	\$30.28 to \$39.12
	Benefits:	All county fringe benefits
	Effective date:	February 19, 2023
	Tax Levy:	0

SIGNED: PERSONNEL AND LABOR RELATIONS COMMITTEE

Jerry Guth, Chair Harvey Mandel, Vice-Chair

Kristi Leonard Richard Thoman

Linda Boll Michael Furgal

Motion by Furgal, seconded by Oemichen to approve Resolution 2-1-23. Motion carried by a unanimous voice vote.

Clerk Arianna Voegeli updated the board on the incident that occurred in the historic courthouse regarding dust from the construction company grinding bricks on the outside of the building. Clerk Voegeli also reminded the board that Tuesday, February 21, 2023, are elections.

Motion by Larson, seconded by Snow to appoint Harvey W. Kubly to the Rail Transit Commission for a 3-year term expiring on February 14, 2026, and to appoint Brian Bucholtz as Corporation Counsel for a 2-year term. Motion carried by a unanimous voice vote.

The UW-Extension Annual Report and Ordinance 23-0301 (Modification to ATV/UTV Regulations) were distributed

Motion by Kubly, seconded by Mandel to adjourn at 7:31 p.m. Motion carried by a unanimous voice vote.

ORDINANCE 23-0301
Modification to ATV/UTV Regulations

WHEREAS, the Green County Highway Committee is charged with the duty to receive and make recommendations for Green County upon all highway matters referred to them; and

WHEREAS, after review of the Green County Code, the Green County Highway Committee has indicated that the Green County Code is in need of updating; and

NOW, THEREFORE, BE IT ORDAINED by the Green County Board of Supervisors, in legal session assembled, that Title 8, Chapter 2 of the Green County Code be modified as follows:

8-2-5: APPLICATION PROCESS FOR ATV/UTV ROUTES

B. A complete application must include the following:

8. A list of all ~~property owners~~ residents on the proposed route and a copy of the notice of this application that was mailed to them. This section shall not apply to any proposed route if the municipality or municipalities through which the proposed route runs have already opened up all of its roads to ATV/UTVs pursuant to a binding referendum.

8-2-9: OPERATION ON ATV/UTV ROUTES AND CROSSINGS

C. The following restrictions apply to operation of ATVs and UTVs on all county trunk highways designated as ATV/UTV routes:

2. ATVs and UTVs may only be operated on an approved ATV/UTV route between ~~½ hour before sunrise and ½ hour after sunset~~ the hours of 4:00 a.m. to 10:00 p.m.
12. No person may operate an ATV or UTV after sunset or before sunrise without functioning directional signal lamps on both the front and back of the ATV or UTV.

SIGNED: GREEN COUNTY HIGHWAY COMMITTEE

Harvey Mandel, Chair

Russ Torkelson, Vice-Chair

Jeff Williams

Mark Gundlach

Kristi Leonard

FISCAL NOTE: No fiscal impact. ALV

LEGAL NOTE: Approved as to form. BDB

Ordinance 23-0301
Modification to ATV/UTV Regulations
Page 2

STATE OF WISCONSIN)
) ss.
COUNTY OF GREEN)

We, Jerry Guth, Green County Board Chair and Arianna L. Voegeli, Green County Clerk in and for said County, do hereby certify that the above and foregoing is a true and correct copy of Ordinance 23-0301, adopted by the Board of Supervisors on the 14th day of March, 2023.

Dated at Monroe, Wisconsin, this 14th day of March, 2023.

Jerry Guth
Green County Board Chair

Arianna L. Voegeli
Green County Clerk

ORDINANCE 23-0302
Modification to ATV/UTV Route

WHEREAS, the Green County Highway Committee is charged with the duty to receive and make recommendations for Green County upon all highway matters referred to them; and

WHEREAS, the Green County Highway Committee has approved an ATV/UTV route in the Town of Washington and is requesting that the Board also approve the route as described in this Ordinance; and

NOW, THEREFORE, BE IT ORDAINED by the Green County Board of Supervisors, in legal session assembled, that Title 8 of the Green County Code be modified as follows:

8-2-13: CURRENT COUNTY TRUNK HIGHWAY DESIGNATED ATV/UTV ROUTES

- B. Town of Jefferson
1. On CTH K - From CTH P north to Five Corner Road (Jefferson and Clarno Town line).
 2. On CTH KS - From CTH K east to CTH S.
 3. On CTH KS – From CTH S east to Lumber Yard Road.

SIGNED: GREEN COUNTY HIGHWAY COMMITTEE

Harvey Mandel, Chair

Russ Torkelson, Vice-Chair

Jeff Williams

Mark Gundlach

Kristi Leonard

FISCAL NOTE: No fiscal impact. ALV

LEGAL NOTE: Approved as to form. BDB

STATE OF WISCONSIN)
) ss.
COUNTY OF GREEN)

We, Jerry Guth, Green County Board Chair and Arianna L. Voegeli, Green County Clerk in and for said County, do hereby certify that the above and foregoing is a true and correct copy of Ordinance 23-0302, adopted by the Board of Supervisors on the 14th day of March, 2023.

Dated at Monroe, Wisconsin, this 14th day of March, 2023.

Jerry Guth
Green County Board Chair

Arianna L. Voegeli
Green County Clerk

ORDINANCE 23-0303
Modification to ATV/UTV Route

WHEREAS, the Green County Highway Committee is charged with the duty to receive and make recommendations for Green County upon all highway matters referred to them; and

WHEREAS, the Green County Highway Committee has approved an ATV/UTV route in the Town of Washington and is requesting that the Board also approve the route as described in this Ordinance; and

NOW, THEREFORE, BE IT ORDAINED by the Green County Board of Supervisors, in legal session assembled, that Title 8 of the Green County Code be modified as follows:

8-2-13: CURRENT COUNTY TRUNK HIGHWAY DESIGNATED ATV/UTV ROUTES

- C. Town of Cadiz
1. On CTH M – From Schlappi Road and ending at ~~West River Road~~ Martintown Road.
 2. On CTH MM – From the Tri-County Cheese Trail north and ending at CTH M (Lafayette County border).
 3. On CTH M – From STH 11 north to the Cadiz and Jordan Town line (.5 miles north of STH 11).
 4. On CTH M – From CTH B north to the Tri-County Cheese Trail.
 5. On CTH B – From CTH HK west to the Lafayette and Green County Line (.5 miles west of Dill Road).
 6. On CTH M – From CTH B south to Schlappi Road.
 7. On CTH M – From Martintown Road south to Bidlingmaier Road (Illinois State line).
 8. On CTH P – From CTH HK west to Babler Road (Illinois State line).

SIGNED: GREEN COUNTY HIGHWAY COMMITTEE

Harvey Mandel, Chair

Russ Torkelson, Vice-Chair

Jeff Williams

Mark Gundlach

Kristi Leonard

FISCAL NOTE: No fiscal impact. ALV

LEGAL NOTE: Approved as to form. BDB

STATE OF WISCONSIN)
) ss.
COUNTY OF GREEN)

We, Jerry Guth, Green County Board Chair and Arianna L. Voegeli, Green County Clerk in and for said County, do hereby certify that the above and foregoing is a true and correct copy of Ordinance 23-0303, adopted by the Board of Supervisors on the 14th day of March, 2023.

Dated at Monroe, Wisconsin, this 14th day of March, 2023.

Jerry Guth
Green County Board Chair

Arianna L. Voegeli
Green County Clerk

ORDINANCE 23-0304
Modification to ATV/UTV Route

WHEREAS, the Green County Highway Committee is charged with the duty to receive and make recommendations for Green County upon all highway matters referred to them; and

WHEREAS, the Green County Highway Committee has approved an ATV/UTV route in the Town of Washington and is requesting that the Board also approve the route as described in this Ordinance; and

NOW, THEREFORE, BE IT ORDAINED by the Green County Board of Supervisors, in legal session assembled, that Title 8 of the Green County Code be modified as follows:

8-2-13: CURRENT COUNTY TRUNK HIGHWAY DESIGNATED ATV/UTV ROUTES

- D. Town of Decatur
 - 4. On CTH OK – Decatur and Sylvester Town line (.5 miles north of STH 11) north to CTH SS and west to CTH F.
 - 5. On CTH SS – From CTH OK west to Decatur-Sylvester Road (Decatur and Sylvester Town line).
 - 6. On CTH F – From Park Road west to CTH OK and north to Decatur-Albany Road (Decatur and Albany Town line).
 - 7. On CTH FF – From Decatur-Sylvester Road (Decatur and Sylvester Town line) east to CTH F.
 - 8. On CTH E – Green Street north to Race Road.

SIGNED: GREEN COUNTY HIGHWAY COMMITTEE

Harvey Mandel, Chair

Russ Torkelson, Vice-Chair

Jeff Williams

Mark Gundlach

Kristi Leonard

FISCAL NOTE: No fiscal impact. ALV

LEGAL NOTE: Approved as to form. BDB

STATE OF WISCONSIN)
) ss.
COUNTY OF GREEN)

We, Jerry Guth, Green County Board Chair and Arianna L. Voegeli, Green County Clerk in and for said County, do hereby certify that the above and foregoing is a true and correct copy of Ordinance 23-0304, adopted by the Board of Supervisors on the 14th day of March, 2023.

Dated at Monroe, Wisconsin, this 14th day of March, 2023.

Jerry Guth
Green County Board Chair

Arianna L. Voegeli
Green County Clerk

ORDINANCE 23-0305
Modification to ATV/UTV Route

WHEREAS, the Green County Highway Committee is charged with the duty to receive and make recommendations for Green County upon all highway matters referred to them; and

WHEREAS, the Green County Highway Committee has approved an ATV/UTV route in the Town of Washington and is requesting that the Board also approve the route as described in this Ordinance; and

NOW, THEREFORE, BE IT ORDAINED by the Green County Board of Supervisors, in legal session assembled, that Title 8 of the Green County Code be modified as follows:

8-2-13: CURRENT COUNTY TRUNK HIGHWAY DESIGNATED ATV/UTV ROUTES

- F. Town of Mt. Pleasant
1. On CTH C – From Pratt Road east to Mt. Pleasant and Brooklyn Town line (.25 miles west of CTH X).
 2. On CTH CC – From CTH C north to the Mt. Pleasant and Exeter Town line (.6 miles north of CTH C).
 3. On CTH D – From CTH C north to the Mt. Pleasant and Exeter Town line (.5 miles north of CTH C).
 4. On CTH D – From CTH C south to CTH EE.
 5. On CTH EE – From CTH F east to the Mt. Pleasant and Albany Town line (1 mile west of CTH X).
 6. On CTH F – From CTH EE south east to the Mt. Pleasant and Albany Town line (1 mile west of Tin Can Road).

SIGNED: GREEN COUNTY HIGHWAY COMMITTEE

Harvey Mandel, Chair

Russ Torkelson, Vice-Chair

Jeff Williams

Mark Gundlach

Kristi Leonard

FISCAL NOTE: No fiscal impact. ALV

LEGAL NOTE: Approved as to form. BDB

STATE OF WISCONSIN)
) ss.
COUNTY OF GREEN)

We, Jerry Guth, Green County Board Chair and Arianna L. Voegeli, Green County Clerk in and for said County, do hereby certify that the above and foregoing is a true and correct copy of Ordinance 23-0305, adopted by the Board of Supervisors on the 14th day of March, 2023.

Dated at Monroe, Wisconsin, this 14th day of March, 2023.

Jerry Guth
Green County Board Chair

Arianna L. Voegeli
Green County Clerk

ORDINANCE 23-0306
Modification to ATV/UTV Route

WHEREAS, the Green County Highway Committee is charged with the duty to receive and make recommendations for Green County upon all highway matters referred to them; and

WHEREAS, the Green County Highway Committee has approved an ATV/UTV route in the Town of Washington and is requesting that the Board also approve the route as described in this Ordinance; and

NOW, THEREFORE, BE IT ORDAINED by the Green County Board of Supervisors, in legal session assembled, that Title 8 of the Green County Code be modified as follows:

8-2-13: CURRENT COUNTY TRUNK HIGHWAY DESIGNATED ATV/UTV ROUTES

- G. Town of Albany
1. On CTH X – From CTH EE north to the Albany and Brooklyn Town line (.35 miles south of CTH C).
 2. On CTH E – From STH 59 north to Brooklyn-Albany Road (Albany and Brooklyn Town line).
 3. On CTH EE – From CTH E west to the Albany and Mt. Pleasant Town line (1 mile west of CTH X).
 4. On CTH F – From STH 59 north to Tin Can Road and west to the Albany and Mt. Pleasant Town line (1 mile west of Tin Can Road).

SIGNED: GREEN COUNTY HIGHWAY COMMITTEE

Harvey Mandel, Chair

Russ Torkelson, Vice-Chair

Jeff Williams

Mark Gundlach

Kristi Leonard

FISCAL NOTE: No fiscal impact. ALV

LEGAL NOTE: Approved as to form. BDB

STATE OF WISCONSIN)
) ss.
COUNTY OF GREEN)

We, Jerry Guth, Green County Board Chair and Arianna L. Voegeli, Green County Clerk in and for said County, do hereby certify that the above and foregoing is a true and correct copy of Ordinance 23-0306, adopted by the Board of Supervisors on the 14th day of March, 2023.

Dated at Monroe, Wisconsin, this 14th day of March, 2023.

Jerry Guth
Green County Board Chair

Arianna L. Voegeli
Green County Clerk

ORDINANCE 23-0307
Modification to ATV/UTV Route

WHEREAS, the Green County Highway Committee is charged with the duty to receive and make recommendations for Green County upon all highway matters referred to them; and

WHEREAS, the Green County Highway Committee has approved an ATV/UTV route in the Town of Washington and is requesting that the Board also approve the route as described in this Ordinance; and

NOW, THEREFORE, BE IT ORDAINED by the Green County Board of Supervisors, in legal session assembled, that Title 8 of the Green County Code be modified as follows:

8-2-13: CURRENT COUNTY TRUNK HIGHWAY DESIGNATED ATV/UTV ROUTES

- H. Town of Monroe
1. On CTH J – From STH 81 north to the Monroe and Washington Town line (1.05 miles north of the south Buckskin Road).
 2. On CTH N – From Iliff Road north to Buehler Road.
 3. On CTH FF – From STH 69 east to Gutzmer Road (Monroe and Sylvester Town line).
 4. On CTH DR – From STH 69 east to N 29th Avenue in the City of Monroe.

SIGNED: GREEN COUNTY HIGHWAY COMMITTEE

Harvey Mandel, Chair

Russ Torkelson, Vice-Chair

Jeff Williams

Mark Gundlach

Kristi Leonard

FISCAL NOTE: No fiscal impact. ALV

LEGAL NOTE: Approved as to form. BDB

STATE OF WISCONSIN)
) ss.
COUNTY OF GREEN)

We, Jerry Guth, Green County Board Chair and Arianna L. Voegeli, Green County Clerk in and for said County, do hereby certify that the above and foregoing is a true and correct copy of Ordinance 23-0307, adopted by the Board of Supervisors on the 14th day of March, 2023.

Dated at Monroe, Wisconsin, this 14th day of March, 2023.

Jerry Guth
Green County Board Chair

Arianna L. Voegeli
Green County Clerk

ORDINANCE 23-0308
Modification to ATV/UTV Route

WHEREAS, the Green County Highway Committee is charged with the duty to receive and make recommendations for Green County upon all highway matters referred to them; and

WHEREAS, the Green County Highway Committee has approved an ATV/UTV route in the Town of Washington and is requesting that the Board also approve the route as described in this Ordinance; and

NOW, THEREFORE, BE IT ORDAINED by the Green County Board of Supervisors, in legal session assembled, that Title 8 of the Green County Code be modified as follows:

8-2-13: CURRENT COUNTY TRUNK HIGHWAY DESIGNATED ATV/UTV ROUTES

- I. Town of Sylvester
 - 1. On CTH FF – From Gutzmer Road (Sylvester and Monroe Town line) east to Decatur-Sylvester Road (Sylvester and Decatur Town line).
 - 2. County Trunk Highway SS – STH 59 east to Decatur-Sylvester Road (Decatur and Sylvester Town line).
 - 3. On CTH S – From STH 59 south to the Sylvester and Jefferson Town line (.2 miles north of STH 11).

SIGNED: GREEN COUNTY HIGHWAY COMMITTEE

Harvey Mandel, Chair

Russ Torkelson, Vice-Chair

Jeff Williams

Mark Gundlach

Kristi Leonard

FISCAL NOTE: No fiscal impact. ALV

LEGAL NOTE: Approved as to form. BDB

STATE OF WISCONSIN)
) ss.
COUNTY OF GREEN)

We, Jerry Guth, Green County Board Chair and Arianna L. Voegeli, Green County Clerk in and for said County, do hereby certify that the above and foregoing is a true and correct copy of Ordinance 23-0308, adopted by the Board of Supervisors on the 14th day of March, 2023.

Dated at Monroe, Wisconsin, this 14th day of March, 2023.

Jerry Guth
Green County Board Chair

Arianna L. Voegeli
Green County Clerk

ORDINANCE 23-0309
Modification to ATV/UTV Route

WHEREAS, the Green County Highway Committee is charged with the duty to receive and make recommendations for Green County upon all highway matters referred to them; and

WHEREAS, the Green County Highway Committee has approved an ATV/UTV route in the Town of Washington and is requesting that the Board also approve the route as described in this Ordinance; and

NOW, THEREFORE, BE IT ORDAINED by the Green County Board of Supervisors, in legal session assembled, that Title 8 of the Green County Code be modified as follows:

8-2-13: CURRENT COUNTY TRUNK HIGHWAY DESIGNATED ATV/UTV ROUTES

- J. Town of Spring Grove
1. On CTH K – From CTH OK west to the Spring Grove and Jefferson Town line (.25 miles west of Union Road).
 2. On CTH OK – From CTH K north to the Spring Grove and Decatur Town line (.5 miles north of STH 11).
 3. On CTH GG – From STH 11 north to the Spring Grove and Decatur Town line (.5 miles north of STH 11).

SIGNED: GREEN COUNTY HIGHWAY COMMITTEE

Harvey Mandel, Chair

Russ Torkelson, Vice-Chair

Jeff Williams

Mark Gundlach

Kristi Leonard

FISCAL NOTE: No fiscal impact. ALV

LEGAL NOTE: Approved as to form. BDB

STATE OF WISCONSIN)
) ss.
COUNTY OF GREEN)

We, Jerry Guth, Green County Board Chair and Arianna L. Voegeli, Green County Clerk in and for said County, do hereby certify that the above and foregoing is a true and correct copy of Ordinance 23-0309, adopted by the Board of Supervisors on the 14th day of March, 2023.

Dated at Monroe, Wisconsin, this 14th day of March, 2023.

Jerry Guth
Green County Board Chair

Arianna L. Voegeli
Green County Clerk

ORDINANCE 23-0310
Modification to ATV/UTV Route

WHEREAS, the Green County Highway Committee is charged with the duty to receive and make recommendations for Green County upon all highway matters referred to them; and

WHEREAS, the Green County Highway Committee has approved an ATV/UTV route in the Town of Washington and is requesting that the Board also approve the route as described in this Ordinance; and

NOW, THEREFORE, BE IT ORDAINED by the Green County Board of Supervisors, in legal session assembled, that Title 8 of the Green County Code be modified as follows:

8-2-13: CURRENT COUNTY TRUNK HIGHWAY DESIGNATED ATV/UTV ROUTES

- K. Town of Clarno
 - 1. On CTH K – From the City of Monroe limits to Five Corner Road (Clarno and Jefferson Town line).

SIGNED: GREEN COUNTY HIGHWAY COMMITTEE

Harvey Mandel, Chair

Russ Torkelson, Vice-Chair

Jeff Williams

Mark Gundlach

Kristi Leonard

FISCAL NOTE: No fiscal impact. ALV

LEGAL NOTE: Approved as to form. BDB

STATE OF WISCONSIN)
) ss.
COUNTY OF GREEN)

We, Jerry Guth, Green County Board Chair and Arianna L. Voegeli, Green County Clerk in and for said County, do hereby certify that the above and foregoing is a true and correct copy of Ordinance 23-0310, adopted by the Board of Supervisors on the 14th day of March, 2023.

Dated at Monroe, Wisconsin, this 14th day of March, 2023.

Jerry Guth
Green County Board Chair

Arianna L. Voegeli
Green County Clerk

GREEN COUNTY HUMAN SERVICES

PLEASANT VIEW COMPLEX

**N3152 State Road 81
MONROE, WI. 53566-9397
PHONE (608) 328 - 9393
FAX (608) 328 -9480**

MEMORANDUM

To: Human Services Board
Green County Board of Supervisors

From: Dan Williams, Human Services Director

Date: March 7, 2023

Subject: Executive Summary of Resolution 3-1-23

Resolution 3-1-23 is required to participate in the most recently announced opioid litigation settlement with Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Walgreen Co., Walmart, Inc., CVS Health Corporation, and CVS Pharmacy, Inc.

The settlement terms are similar to the original opioid distributor settlement, which includes base payments and incentive payments to states for meeting specific benchmarks. Funds received by Wisconsin will be split 70% for participating local municipalities and 30% for the state. Each local municipality will receive a percentage based on the same formula used for the opioid distributor's settlement.

An attorney's fee escrow account will be required, per the original agreement with the County's representation in the matter; however, our attorneys will attempt to receive reimbursement through the national fund, which would lower and potentially eliminate, the funding we are required to pay our attorneys from our portion of this settlement.

We do not know the exact dollar amount Green County will receive due to the incentive payments that are part of the settlement. The Wisconsin Counties Association (WCA) advised us to assume the payments from this round will be approximately 80% of the distributor's settlement, which for Green County would be \$681,061.

When received by Green County, funds will be put into a segregated account for opioid abatement activities. Human Services, Public Health, and the Sheriff's Office will work together and recommend how to spend the funds through the Human Services Board.

RESOLUTION 3-1-23

Authorizing Green County to Enter Into the Settlement Agreements with Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Walgreen Co., Walmart, Inc., CVS Health Corporation and CVS Pharmacy, Inc., Agree to the Terms of the Addendum to the MOU Allocating Settlement Proceeds, and Authorize Entry Into the MOU with the Attorney General

WHEREAS, the County Board of Supervisors previously authorized the County to enter into an engagement agreement with von Briesen & Roper, s.c., Crueger Dickinson LLC and Simmons Hanly Conroy LLC (the “Law Firms”) to pursue litigation against certain manufacturers, distributors, and retailers of opioid pharmaceuticals (the “Opioid Defendants”) in an effort to hold the Opioid Defendants financially responsible for the County’s expenditure of vast money and resources to combat the opioid epidemic;

WHEREAS, on behalf of the County, the Law Firms filed a lawsuit against the Opioid Defendants;

WHEREAS, the Law Firms filed similar lawsuits on behalf of 66 other Wisconsin counties and all Wisconsin cases were coordinated with thousands of other lawsuits filed against the same or substantially similar parties as the Opioid Defendants in the Northern District of Ohio, captioned *In re: Opioid Litigation*, MDL 2804 (the “Litigation”);

WHEREAS, four (4) additional Wisconsin counties (Milwaukee, Dane, Waukesha, and Walworth) hired separate counsel and joined the Litigation;

WHEREAS, since the inception of the Litigation, the Law Firms have coordinated with counsel from around the country (including counsel for Milwaukee, Dane, Waukesha, and Walworth Counties) to prepare the County’s case for trial and engage in extensive settlement discussions with the Opioid Defendants;

WHEREAS, the settlement discussions with Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Walgreen Co., Walmart, Inc., CVS Health Corporation and CVS Pharmacy, Inc. (the “Settling Defendants”) resulted in a tentative agreement as to settlement terms pending agreement from the County and other plaintiffs involved in the Litigation;

WHEREAS, copies of the various settlement agreements relating to the Settling Defendants (collectively “Settlement Agreements”) representing the terms of the tentative settlement agreements with the Settling Defendants have been provided with this Resolution;

WHEREAS, the Settlement Agreements provide, among other things, for the payment of certain sums to Participating Subdivisions (as defined in the Settlement Agreements) upon the occurrence of certain events detailed in the Settlement Agreements;

WHEREAS, the County is a Participating Subdivision in the Settlement Agreements and has the opportunity to participate in the benefits associated with the Settlement Agreement provided the County:

- (a) approves the Settlement Agreements;
- (b) approves the Addendum to Wisconsin Local Government Memorandum of Understanding, a copy of which is attached to this Resolution (the “Allocation MOU”);
- (c) approves the Wisconsin-State Local Government Memorandum of Understanding for the Allocation of Opioid Settlement Proceeds, a copy of which is attached to this Resolution (the “AG MOU”); and
- (d) the Legislature’s Joint Committee on Finance approves the terms of the Settlement Agreements and the AG MOU;

WHEREAS, 2021 Wisconsin Act 57 created Section 165.12 of the Wisconsin Statutes relating to the settlement of all or part of the Litigation;

WHEREAS, pursuant to Wis. Stat. § 165.12(2), the Legislature’s Joint Committee on Finance is required to approve the Settlement Agreements and the AG MOU;

WHEREAS, pursuant to Wis. Stat. § 165.12(2), the proceeds from any settlement of all or part of the Litigation are distributed 70% to local governments in Wisconsin that are parties to the Litigation and 30% to the State;

WHEREAS, Wis. Stat. § 165.12(4)(b)2. provides the proceeds from the Settlement Agreement must be deposited in a segregated account (the “Opioid Abatement Account”) and may be expended only for approved uses for opioid abatement as provided in the Settlement Agreements;

WHEREAS, Wis. Stat. § 165.12(7) bars claims from any Wisconsin local government against the Opioid Defendants filed after June 1, 2021;

WHEREAS, the definition of Participating Subdivisions in the Settlement Agreements recognizes a statutory bar on claims such as that set forth in Wis. Stat. § 165.12(7) and, as a result, the only Participating Subdivisions in Wisconsin are those counties and municipalities that were parties to the Litigation (or otherwise actively litigating a claim against one, some, or all of the Opioid Defendants) as of June 1, 2021;

WHEREAS, the Legislature’s Joint Committee on Finance is not statutorily authorized or required to approve the allocation of proceeds of the Settlement Agreements among Wisconsin Participating Subdivisions;

WHEREAS, the Law Firms have engaged in extensive discussions with counsel for all other Wisconsin Participating Subdivisions resulting in the proposed Allocation

MOU, which is an agreement between all of the entities identified in the Allocation MOU as to how the proceeds payable to those entities under the Settlement Agreements will be allocated;

WHEREAS, the proposed Addendum to the MOU (“Addendum”) provided with this Resolution provides for allocation of settlement proceeds among the Wisconsin Participating Subdivisions according to the same percentages as that provided in the previously-approved MOU allocating the settlement proceeds of the settlements involving McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc.;

WHEREAS, there is provided with this Resolution a summary of the essential terms of the Settlement Agreements, the deadlines related to the effective dates of the Settlement Agreements, the ramifications associated with the County’s refusal to enter into the Settlement Agreements, the form of the Addendum, the form of the AG MOU, and an overview of the process for finalizing the Settlement Agreements;

WHEREAS, the County, by this Resolution, shall deposit the proceeds of the Settlement Agreements consistent with the terms of this Resolution and Wis. Stat. § 165.12(4)(b);

WHEREAS, pursuant to the County’s engagement agreement with the Law Firms, the County shall pay up to an amount equal to 25% of the proceeds from successful resolution of all or part of the Litigation, whether through settlement or otherwise, plus the Law Firms’ costs and disbursements, to the Law Firms as compensation for the Law Firms’ efforts in the Litigation and any settlement;

WHEREAS, the Law Firms anticipate making application to the national fee fund established in the Settlement Agreements seeking payment, in whole or part, of the fees, costs, and disbursements owed the Law Firms pursuant to the engagement agreement with the County;

WHEREAS, it is anticipated the amount of any award from the fee fund established in the Settlement Agreements will be insufficient to satisfy the County’s obligations under the engagement agreement with the Law Firms;

WHEREAS, the County, by this Resolution, and pursuant to the authority granted the County in the applicable Order emanating from the Litigation in relation to the Settlement Agreements and payment of attorney fees, shall authorize and direct the escrow agent responsible for the receipt and distribution of the proceeds from the Settlement Agreements to establish an account for the purpose of segregating funds to pay the fees, costs, and disbursements of the Law Firms owed by the County (the “Attorney Fees Account”) in order to fund a local “backstop” for payment of the fees, costs, and disbursements of the Law Firms;

WHEREAS, in no event shall payments to the Law Firms out of the Attorney Fees Account and the fee fund established in the Settlement Agreements exceed an amount equal to 25% of the amounts allocated to the County in the Addendum;

WHEREAS, the intent of this Resolution is to authorize the County to enter into the Settlement Agreements, the Addendum, and the AG MOU, establish the County's Opioid Abatement Account, and establish the Attorney Fees Account; and

WHEREAS, the County, by this Resolution, shall authorize the County's corporation counsel to finalize and execute any escrow agreement and other document or agreement necessary to effectuate the Settlement Agreements and the other agreements referenced herein;

NOW, THEREFORE, BE IT RESOLVED: the County Board of Supervisors hereby approves:

1. The execution of the Settlement Agreements and any and all documents ancillary thereto and authorizes the [Board Chair] or designee to execute same.
2. The final negotiation and execution of the Addendum in form substantially similar to that presented with this Resolution and any and all documents ancillary thereto and authorizes the [Board Chair] or designee to execute same upon finalization provided the percentage share identified as allocated to the County is substantially similar to that identified in the Addendum provided to the Board with this Resolution.
3. The final negotiation and execution of the AG MOU in form substantially similar to that presented with this Resolution and any and all documents ancillary thereto and authorizes the [Board Chair] or designee to execute same.
4. The execution by the [Board Chair] or designee of any additional documents or agreements for the receipt and disbursement of the proceeds of the Settlement Agreements as referenced in the Addendum.

BE IT FURTHER RESOLVED: all proceeds from the Settlement Agreements not otherwise directed to the Attorney Fees Account shall be deposited in the County's Opioid Abatement Account. The Opioid Abatement Account shall be administered consistent with the terms of this Resolution, Wis. Stat. § 165.12(4), and the Settlement Agreements.

BE IT FURTHER RESOLVED: the County hereby authorizes the establishment of an account separate and distinct from any account containing funds allocated or allocable to the County which shall be referred to by the County as the "Attorney Fees Account." An escrow agent shall deposit a sum equal to up to, but in no event exceeding, an amount equal to 20% of the County's proceeds from the Settlement Agreements into the Attorney Fees Account. If the payments to the County are not enough to fully fund

the Attorney Fees Account as provided herein because such payments are made over time, the Attorney Fees Account shall be funded by placing up to, but in no event exceeding, an amount equal to 20% of the proceeds from the Settlement Agreements attributable to Local Governments (as that term is defined in the Allocation MOU) into the Attorney Fees Account for each payment. Funds in the Attorney Fees Account shall be utilized to pay the fees, costs, and disbursements owed to the Law Firms pursuant to the engagement agreement between the County and the Law Firms provided, however, the Law Firms shall receive no more than that to which they are entitled under their fee contract when considering the amounts paid the Law Firms from the fee fund established in the Settlement Agreements and allocable to the County. The Law Firms may make application for payment from the Attorney Fees Account at any time and the County shall cooperate with the Law Firms in executing any documents necessary for the escrow agent to make payments out of the Attorney Fees Account.

BE IT FURTHER RESOLVED that all actions heretofore taken by the Board of Supervisors and other appropriate public officers and agents of the County with respect to the matters contemplated under this Resolution are hereby ratified, confirmed and approved.

SIGNED: GREEN COUNTY HUMAN SERVICES BOARD:

Michael Furgal, Chair

Linda Boll

Russ Torkelson, Vice-Chair

David Bristow

Todd Larson

Will Oemichen

Sarah Endicott

Sandy Horn

Anita Huffman

FISCAL NOTE:

LEGAL NOTE: Approved as to form. BDB

STATE OF WISCONSIN)
)ss
COUNTY OF GREEN)

I, Arianna L. Voegeli, County Clerk, in and for said County, do hereby certify that the above and foregoing is a true and correct copy of Resolution 3-1-23, adopted by the Board of Supervisors on March 14, 2023.

Dated at Monroe, Wisconsin this 14th day of March, 2023.

Arianna L. Voegeli
Green County Clerk

**WISCONSIN STATE-LOCAL GOVERNMENT MEMORANDUM OF
UNDERSTANDING FOR THE ALLOCATION OF
OPIOID SETTLEMENT PROCEEDS**

WHEREAS, the State of Wisconsin (“State”), its communities, and their people have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities that engage in or have engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic, specifically related to the covered conduct by Defendants *In re: Opioid Litigation*, MDL 2804 pending in the United States District Court for the Northern District of Ohio (“Litigation”);

WHEREAS, certain Wisconsin local governments identified on the attached Exhibit A (“Local Governments”), through their counsel, and the State of Wisconsin, through its Attorney General, are separately engaged in investigations, litigation, and settlement discussions seeking to hold the Defendants in the Litigation accountable for the damage caused by their misfeasance, nonfeasance and malfeasance;

WHEREAS, the State of Wisconsin and the Local Governments share a common desire to abate and alleviate the impacts of the misfeasance, nonfeasance and malfeasance described above throughout the State of Wisconsin and in its local communities;

WHEREAS, the settlement discussions with Walgreens, Walmart, CVS, Teva, and Allergan (“Settling Defendants”) resulted in tentative agreements as to settlement terms (“Settlement Agreements”) pending agreement from the State of Wisconsin, the Local Governments and other parties involved in the Litigation;

WHEREAS, while the Local Governments and the State recognize that the sums which may be available from the aforementioned Settlement Agreements will likely be insufficient to fully abate the public health crisis caused by the Opioid epidemic, they share a common interest in dedicating the most resources possible to the abatement effort;

WHEREAS, the State of Wisconsin enacted Wis. Stat. § 165.12 which provides for an allocation of opioid settlement proceeds;

WHEREAS, the State and the Local Governments intend this Memorandum of Understanding (“MOU”) to effectuate the terms of future Settlement Agreements arising out of the Litigation in a manner consistent with Wis. Stat. § 165.12(2); and

WHEREAS, this MOU does *not* supersede or alter any previously agreed upon MOU between the State and Local Governments related to the Litigation.

NOW, THEREFORE, the State and the Local Governments, enter into this MOU upon the terms described herein.

1. As used in this MOU, the term “Opioid Settlement Proceeds” shall mean all funds allocated by a Settlement Agreement (“Settlement Payments”) to the State or Local

Governments for purposes of opioid remediation activities, as well as any repayment of those funds and any interest or investment earnings that may accrue as those funds are temporarily held before being expended on opioid remediation strategies. “Opioid Settlement Proceeds” do ***not*** include the “Additional Restitution Amount” (also known as additional remediation, or any other fund, proceed, or amount paid to States who did not utilize outside counsel), reimbursement of the United States Government, or separate funds identified in Settlement Agreements as direct or indirect compensation for a Party’s litigation fees, expenses, and/or costs.

2. The Settlement Administrator shall directly distribute the Opioid Settlement Proceeds to the State and to Local Governments in such proportions and for such uses as set forth in this MOU.
3. Opioid Settlement Proceeds shall be allocated as follows: (i) 30% to the State of Wisconsin (“State Share”); and (ii) 70% to Local Governments (“LG Share”). Opioid Settlement Proceeds shall not be considered funds of the State or any Local Government unless and until such time as each annual distribution is made.
4. 100% of the “Additional Restitution Amount” shall be paid to the State and deposited with the Department of Health Services.
5. Except for Opioid Settlement Funds expended in payment of attorney fees as provided in Wis. Stat. § 165.12(6), all Opioid Settlement Proceeds, regardless of allocation, and the entire “Additional Restitution Amount,” shall, consistent with Wis. Stat. § 165.12(3) and (4), and except as provided in Wis. Stat. § 165.12(5), be utilized only for purposes identified as approved uses for abatement in a Settlement Agreement.
6. If any portion of the LG Share is used for the payment of owed attorney fees as authorized under Wis. Stat. § 165.12(6), the Local Governments shall report to the Attorney General and the Joint Committee on Finance the amount of the payment(s) and provide the contract(s) under which the attorney fees are purportedly owed.

Notwithstanding any limitations or characterization of funds herein to the contrary, any payments for attorneys’ fees and expenses may only be paid for out of the owing Local Governments’ share.

7. The parties agree to comply with the terms of the Settlement Agreements, including but not limited to (a) a requirement that a certain percentage of the Settlement Payment be spent on remediation, and (b) that at least 70% of a Settlement Payment be used solely for future Opioid Remediation as defined by the Settlement Agreements.
8. The LG Share shall be paid to each Local Government by the Settlement Administrator based on the allocation created and agreed to by the Local Governments which assigns each Local Government a percentage share of the LG Share, less any applicable attorney fees as authorized under Wis. Stat. § 165.12(6) and referenced above.

9. Nothing in this MOU is intended to alter or change any Local Government's right to pursue its own claim. Rather, the intent of this MOU is to provide a mechanism for the receipt and expenditure of Opioid Settlement Proceeds. Notwithstanding the foregoing, only Local Governments who are Participating Subdivisions under a Settlement Agreement, and who agree to the terms of this MOU may directly receive Opioid Settlement Proceeds.
10. Notwithstanding any limitations or characterization of funds herein to the contrary, any payments for Local Government attorney's fees and expenses may be applied only to the LG Share or any Local Government share of the LG Share. The State shall have no responsibility for payment of attorneys' fees or litigation expenses.
11. The parties understand that the United States may claim a portion of the Opioid Settlement Proceeds for Medicaid reimbursement. The parties agree that, to the extent a claim for Medicaid reimbursement is made, the parties shall bear the liability for the reimbursement on a pro rata basis based upon the particular claims made by the United States related to the Medicaid reimbursement. The parties agree to meet, confer, and cooperate in good faith concerning the allocation of any such liability.
12. The Attorney General may extend this MOU to apply to future settlements with other entities who engage in or have engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic, specifically related to the covered conduct by Defendants in the Litigation. To exercise this option, the Attorney General shall send written notice to counsel for the Local Governments. The Local Governments shall have 30 days from the date of the notice to express in writing any objection(s) to the extension of the MOU to the settlement(s). If any Local Government objects to the extension of the MOU to the settlement(s), it shall not be extended.

Notice to the Local Governments shall be sent via regular U.S. Mail or email to:

Andrew Phillips
Attolles Law, s.c.
222 E. Erie Street
Suite 210
Milwaukee, WI 53202
aphillips@attolles.com

Erin Dickinson
Crueger Dickinson LLC
4532 N. Oakland Ave.
Milwaukee, WI 53211
ekd@cruegerdickinson.com

Burton LeBlanc
2600 CitiPlace Drive
Suite 400
Baton Rouge, LA 70809
bleblanc@baronbudd.com

Shayna Sacks
360 Lexington Avenue
Eleventh Floor
New York, NY 10017
ssacks@napolilaw.com

Christopher Smith
von Briesen & Roper, s.c.
411 E. Wisconsin Ave.
Suite 1000
Milwaukee, WI 53202
christopher.smith@vonbriesen.com

Steven Nelson
von Briesen & Roper, s.c.
411 E. Wisconsin Ave.
Suite 1000
Milwaukee, WI 53202
steven.nelson@vonbriesen.com

Any objection(s) by a Local Government shall be sent via regular U.S. Mail or email to:

Laura E. McFarlane
Assistant Attorney General
Wisconsin Department of Justice
17 W. Main Street
Post Office Box 7857
Madison, Wisconsin 53707-7857
mcfarlanele@doj.state.wi.us

and

R. Duane Harlow
Assistant Attorney General
Wisconsin Department of Justice
17 West Main Street
Post Office Box 7857
Madison, Wisconsin 53707-7857
harlowrd@doj.state.wi.us

13. This MOU may be executed in counterparts. Electronic signatures shall in all respects be considered valid and binding.

[Signatures on Following Page]

EXHIBIT A
Litigating Local Governments

Adams County
Ashland County
Barron County
Bayfield County
Brown County
Buffalo County
Burnett County
Calumet County
Chippewa County
Clark County
Columbia County
Crawford County
Dane County
Dodge County
Door County
Douglas County
City of Superior
Dunn County
Eau Claire County
Florence County
Fond Du Lac County
Forest County
Grant County
Green County
Green Lake County
Iowa County
Iron County
Jackson County
Jefferson County

Juneau County
Kenosha County
City of Kenosha
Village of Pleasant Prairie
Kewaunee County
La Crosse County
Lafayette County
Langlade County
Lincoln County
Manitowoc County
Marathon County
Marinette County
City of Marinette
Marquette County
Menominee County
Milwaukee County
City of Cudahy
City of Franklin
City of Greenfield
City of Milwaukee
City of Oak Creek
City of South Milwaukee
City of Wauwatosa
City of West Allis
Monroe County
Oconto County
Oneida County
Outagamie County
Ozaukee County

Pepin County
Pierce County
Portage County
Price County
Racine County
Village of Mount Pleasant
Village of Sturtevant
Village of Union Grove
Town of Yorkville
Richland County
Rock County
Rusk County
Sauk County
Sawyer County
Shawano County
Sheboygan County
St Croix County
Taylor County
Trempealeau County
Vernon County
Vilas County
Walworth County
Washburn County
Washington County
Waukesha County
Waupaca County
Waushara County
Winnebago County
Wood County

**ADDENDUM TO WISCONSIN LOCAL GOVERNMENT
MEMORANDUM OF UNDERSTANDING**

WHEREAS, the Local Governments entered into the MOU for purposes of memorializing their agreement surrounding, among other things, allocation of the proceeds of the settlements with McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho- McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc.;

WHEREAS, the settlement discussions with Walgreens, Walmart, CVS, Teva, and Allergan resulted in tentative agreements as to settlement terms (“Settlement Agreements”) pending agreement from the State of Wisconsin, the Local Governments and other parties involved in the Litigation; and

WHEREAS, the Local Governments intend this Addendum to the MOU to effectuate the terms of the Settlement Agreements and allocate the proceeds of the Settlement Agreements to each of the Local Governments in the same manner and same percentages as set forth in the MOU and Exhibit A thereto.

NOW, THEREFORE, the Local Governments enter into this Addendum to the MOU upon the terms described herein.

1. The Local Governments ratify, confirm and agree in all respects to the MOU. By this Addendum, the Local Governments agree that any and all proceeds of the Settlement Agreements defined herein shall be distributed, allocated and otherwise disposed of in the same manner as set forth in the MOU and Exhibit A thereto.
2. Nothing in this MOU is intended to alter or change any Local Government’s right to pursue its own claim. Rather, the intent of this MOU is to provide a mechanism for the receipt and expenditure of Opioid Funds.
3. This MOU may be executed in counterparts. Electronic signatures shall in all respects be considered valid and binding.

[Signatures on Following Page]

Key Dates

Note: Notice of the 2022 National Opioid Settlements has already been provided to all eligible states, and there has been sufficient state-level participation to proceed to the second phase of these settlements. Key dates for the second phase of these settlements are set forth below.

TEVA	ALLERGAN	WALGREENS	WALMART	CVS
January 25, 2023	January 25, 2023	January 25, 2023	January 25, 2023	January 25, 2023
Notice to subdivisions to begin rolling out	Notice to subdivisions to begin rolling out	Notice to subdivisions to begin rolling out	Notice to subdivisions to begin rolling out	Notice to subdivisions to begin rolling out
April 18, 2023	April 18, 2023	April 18, 2023	April 18, 2023	April 18, 2023
"Initial Participation Date" - Deadline to submit participation forms	"Initial Participation Date" - Deadline to submit participation forms	"Initial Participation Date" - Deadline to submit participation forms	"Threshold Subdivision Participation Date" - Deadline to submit participation forms	"Initial Subdivision Participation Date" - Deadline to submit participation forms
		May 2, 2023		May 2, 2023
		Deadline for Settling States to inform Walgreens whether they agree to proceed with the settlement		Deadline for Settling States on the Enforcement Committee to determine whether to proceed with the settlement
May 18, 2023	May 18, 2023	May 18, 2023		May 18, 2023
"Reference Date" - Deadline for Teva to decide whether to proceed with the settlement	"Reference Date" - Deadline for Allergan to decide whether to proceed with the settlement	"Reference Date" - Deadline for Walgreens to decide whether to proceed with the settlement		"Reference Date" - Deadline for CVS to decide whether to proceed with the settlement
July 17, 2023	July 17, 2023	July 17, 2023	June 2, 2023	June 2, 2023
"Effective Date" of settlement [60 days after Reference Date]	"Effective Date" of settlement [60 days after Reference Date]	"Effective Date" of settlement [60 days after Reference Date]; Date of first payment by Walgreens	"Effective Date" of settlement [assuming certain "Subdivision Participation Thresholds" are achieved]	"Effective Date" of settlement [15 days after Reference Date]
August 16, 2023	August 16, 2023	August 16, 2023	July 15, 2023	June 30, 2023
Date of First Payment by Teva	Date of First Payment by Allergan	First payment transferred from Settlement Fund Escrow Fund to Settlement Fund	Date of first payment by Walmart	Date of First Payment by CVS
Payments to subdivisions on a rolling basis	Payments to subdivisions on a rolling basis	Payments to subdivisions on a rolling basis	Payments to subdivisions on a rolling basis	Payments to subdivisions on a rolling basis

For informational purposes only. Executed settlement agreements control.

Executive Summary of National Opioid Settlements

[2.03.2023. Subject to ongoing corrections and updates]

In 2021, nationwide settlements were reached to resolve all opioids litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors—McKesson, Cardinal Health, and AmerisourceBergen (“Distributors”)—and against manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (collectively, “J&J”). These “2021 National Settlements” have been finalized, and payments have already begun. In all, the Distributors will pay up to \$21 billion over 18 years, and J&J will pay up to an additional \$5 billion over no more than nine years.

In late 2022, agreements were announced with three pharmacy chains—CVS, Walgreens, and Walmart—and two additional manufacturers—Allergan and Teva. In January 2023, each of those pharmacy chains and manufacturers confirmed that a sufficient number of states had agreed to the settlements to move forward. As with the 2021 National Settlements, states and local governments that want to participate in the 2022 National Settlements now will have the opportunity to “opt in.” The greater the level of subdivision participation, the more funds will ultimately be paid out for abatement. Assuming maximum participation, the 2022 National Settlements require:

- Teva to pay up to \$3.34 billion over 13 years and to provide either \$1.2 billion of its generic version of the drug Narcan over 10 years or \$240 million of cash in lieu of product, as each state may elect;
- Allergan to pay up to \$2.02 billion over 7 years;
- CVS to pay up to \$4.90 billion over 10 years;
- Walgreens to pay up to \$5.52 billion over 15 years;
and
- Walmart to pay up to \$2.74 billion in 2023, and all payments to be made within 6 years.

(These figures include amounts attributable to prior settlements between the Defendants and certain states/subdivisions and amounts for attorneys’ fees and costs.)

Under both the 2021 and 2022 National Settlements, at least 85% of the funds going directly to participating states and subdivisions must be used for abatement of the opioid epidemic, with the overwhelming bulk of the proceeds restricted to funding future abatement efforts by state and local governments.

In addition to providing billions of dollars for abatement, the settlements also impose changes in the way the settling defendants conduct their business. For example:

- The Distributors will create a groundbreaking clearinghouse through which they will be required to account not only for their own shipments, but also the shipments of the other distributors, in order to detect, stop, and report suspicious opioids orders;
- J&J (which ceased marketing Opioids in 2015 and ceased selling Opioids in 2020) will not market or sell any opioid products in the next ten years and has agreed to cease lobbying concerning prescription opioids for ten years;
- Teva and Allergan have agreed to strict limitations on their marketing, promotion, sale, and distribution of opioids, including a ban on: (1) promotion and lobbying; (2) rewarding or disciplining employees based on volume of opioid sales; and (3) funding or grants to third parties; and
- Walmart, CVS, and Walgreens are required to implement changes in how they handle opioids, including requirements addressing their compliance structures, pharmacist judgment, diversion prevention, suspicious order monitoring, and reporting on red-flag processes, as well as blocked and potentially problematic prescribers.

The 2021 and 2022 National Settlements are the culmination of many years of intense negotiations among representatives of the State Attorneys General, the court-appointed Plaintiffs' Executive Committee and Negotiation Committee, which are comprised of lawyers in the National Prescription Opiate MDL who represent subdivisions, and counsel to the Settling Defendants. These negotiations were facilitated by Judge Dan Polster (who oversees the federal MDL litigation), by the Special Masters appointed by the MDL Court, and by experienced, neutral mediators.

The agreements do not settle or release any claims brought by Tribes or by private parties, including private individuals, private hospitals, or private third-party payers.

Additional information, including answers to FAQs, can be found at **nationalopioidsettlement.com/news** (**<https://nationalopioidsettlement.com/news>**).

[HOME \(/\)](#) [NEWS \(https://nationalopioidsettlement.com/news/\)](https://nationalopioidsettlement.com/news/)

[RISKS & ASSUMPTIONS \(https://nationalopioidsettlement.com/risks-assumptions/\)](https://nationalopioidsettlement.com/risks-assumptions/)

[MDL ORDERS \(/mdl-orders/\)](/mdl-orders/) [TRIBAL SETTLEMENTS \(https://www.tribalopioidsettlements.com\)](https://www.tribalopioidsettlements.com)

Frequently Asked Questions about the 2022 National Opioid Settlements with Teva, Allergan, Walmart, Walgreens, and CVS

[Subject to ongoing corrections and updates]

[Executed Agreements Control]

1. Which Defendants Have Executed National Opioid Settlements?

Since the Summer of 2021, nine Defendant families have executed National Opioid Settlements. First, in July 2021, J&J and Distributors McKesson, Cardinal Health, and AmerisourceBergen entered into National Opioids Settlements (“2021 National Settlement(s)”; details regarding the 2021 National Settlements, including a separate set of FAQs, can be found here: <https://nationalopioidsettlement.com/distributor-janssen-faq/>). More recently, between November and December of 2022, five additional Defendant families have entered into National Opioids Settlements (“2022 National Settlement(s)”).¹ They are:

Settling Defendant	Date of Settlement Agreement	Link to Settlement Agreement
Teva	November 22, 2022	https://nationalopioidsettlement.com/wp-content/uploads/2022/12/Final-Teva-Global-Settlement-Agreement-and-Exhibits_12-20-22.pdf
Allergan	November 22, 2022	https://nationalopioidsettlement.com/wp-content/uploads/2022/12/Final-Allergan-Global-Agreement-and-Exhibits_12-20-22.pdf
Walmart	November 14, 2022	https://nationalopioidsettlement.com/wp-content/uploads/2022/12/Walmart-Settlement-Agreement-2022.12.02_FINAL.pdf
Walgreens	December 9, 2022	https://nationalopioidsettlement.com/wp-content/uploads/2022/12/Walgreens-Multistate-Agreement-and-Exhibits.pdf
CVS	December 9, 2022	https://nationalopioidsettlement.com/wp-content/uploads/2022/12/2022-12-09-CVS-Global-Settlement-Agreement-with-Exhibits.pdf

2. Which Entities Are Eligible to Participate in the 2022 National Settlements?

The 2022 National Settlements are “opt in” settlements that are open only to states, as well as state subdivisions (e.g., municipalities, counties, parishes, cities, towns, incorporated townships, villages, and boroughs) and certain special districts (e.g., school districts, fire

¹ The 2022 National Settlements define the specific entities entering into the respective agreements, as well as the “Released Entities.”

districts, and hospital districts). Claims brought on behalf of private individuals and businesses (including private hospitals and private third-party payors) are **not** included and will not be released. Claims brought on behalf of Tribal Nations are also not included and will not be released through participation in these agreements, but Tribal Nations may be eligible to participate in separate settlements with these same defendants; more information on those separate agreements may be found here: <https://www.tribalopioidsettlements.com/>.

Each 2022 National Settlement has the same basic “two-phase” structure:

Phase I – Eligible States: With respect to each 2022 National Settlement, most states are eligible to participate. (For these purposes, Washington, D.C. and the five U.S. Territories² are treated as “states.”) Certain states are not eligible to participate in certain of these settlements (e.g., due to prior settlements or litigation with a settling Defendant). Among the states eligible to participate in certain 2022 National Settlements, a small number have chosen not to participate in one or more of those settlements. Accordingly, for each of the 2022 National Settlements, the only states that may participate are those that are eligible and elected to do so. The following list sets forth, for each 2022 National Settlement, the eligible and ineligible states, as well as those eligible states that have chosen not to participate.

- **Teva Settlement:**

- All states are eligible, **except** Florida, Louisiana, Oklahoma, Rhode Island, Texas, and West Virginia. Oklahoma subdivisions and special districts, however, **are** eligible to participate.
- Nevada has chosen not to participate.

- **Allergan Settlement:**

- All states are eligible, **except** Florida, Louisiana, New York, Rhode Island, and West Virginia.
- Nevada has chosen not to participate.

- **Walmart Settlement:**

- All states are eligible, **except** Alabama, Florida, New Mexico, and West Virginia.

- **Walgreens Settlement:**

- All states are eligible, **except** Florida.
- Michigan, Nevada, New Mexico, and West Virginia have chosen not to participate.

² American Samoa, Guam, Northern Mariana Islands, Puerto Rico, and the U.S. Virgin Islands.

- **CVS Settlement:**

- All states are eligible, **except** Florida, New Mexico, and West Virginia.
- Maryland and Nevada have chosen not to participate.

Phase II – Eligible Subdivisions: **Within settling states only**, both non-litigating and litigating subdivisions may participate, including all municipal, county, city, town, township, parish, village, or borough governments, as well as any other subdivisions that have filed lawsuits that fall within the release provisions of the 2022 National Settlements. “Special Districts” are treated as “Subdivisions” under the Walmart, Walgreens, and CVS Settlements. Under the Teva and Allergan Settlements, certain special districts, such as school districts, fire districts, and hospital districts, are eligible to participate in the 2022 National Settlements, along with subdivisions. For ease of reference, unless otherwise noted, use of the term “Subdivision” in these FAQs includes eligible “Special Districts.”

Subdivisions within a state can only participate if their state is participating.

In addition, certain subdivisions—even within participating states—may not be eligible to participate in one or more of the 2022 National Settlements despite their state participating, e.g., if they have previously settled and released their claims. Subdivisions should speak to their respective counsel and/or their respective state attorney general for further information on their eligibility.

3. If a State or Subdivision Did Not Participate in the 2021 National Settlements with J&J or the Distributors (McKesson, Cardinal Health, and AmerisourceBergen), Can It Participate in the 2022 National Settlements with Teva, Allergan, Walmart, Walgreens, and CVS?

Yes. Whether an eligible state or subdivision participated in either of the 2021 National Settlements does **not** impact its eligibility to participate in these more recent 2022 National Settlements with Teva, Allergan, Walmart, Walgreens, and CVS.

4. May a State or Subdivision Participate in Some of the 2022 National Settlements While Choosing Not to Participate in Others?

Yes, except for the Teva and Allergan Settlements, eligible states and subdivisions may choose to participate in one or more of the 2022 National Settlements, while choosing not to participate in others. **However**, if your state has participated in both the Teva and Allergan Settlements, your subdivision must participate in both or neither of these settlements; it cannot choose to participate in just Teva or just Allergan. If your state only participated in Teva, you can choose to participate only in Teva (and the Allergan Settlement is not available to you). And vice versa. A chart reflecting each state’s participation status with respect to each of the 2022 National Settlements is available here: <https://nationalopioidsettlement.com/state-participation-status/>.

5. How Many States Are Participating? Has “Critical Mass” Been Reached at the State Level?

The 2022 National Settlements are designed to incentivize higher participation rates. Each settlement provides two or more “critical mass” phases for each settling Defendant and/or the states to determine whether there is sufficient participation to make it worth proceeding with the settlement or, in the case of the Walmart Settlement, to meet minimum, objective participation thresholds.

Phase I has been met for each of the 2022 National Settlements, meaning that there was sufficient state-level participation to proceed to Phase II of the settlements regarding subdivisions. Teva, Allergan, and Walgreens each determined there was sufficient state participation to proceed to the second phase of those agreements. For the CVS Settlement, settling states on the “Enforcement Committee,” as well as CVS, determined there was sufficient state participation to proceed to the second of the settlement. For the Walmart Settlement, the “State Participation Threshold” was achieved (i.e., at least 45 of the 50 “Threshold States” joined the settlement), so that settlement will also proceed to its second phase.

A chart reflecting each state’s participation status with respect to each of the 2022 National Settlements is available here: <https://nationalopioidsettlement.com/state-participation-status/>.

6. What Steps Are Needed for a Subdivision to Opt In?

To participate, a subdivision must execute and submit a participation form **for each settlement** it wants to participate in. Participation forms must be executed and submitted on or **before April 18, 2023**, for subdivisions to be considered an “Initial Participating Subdivision” in a settlement. The participation forms will include a release (discussed below) and advance authorization for entry of a Master Dismissal of the released claims (if the settlement moves forward).

By executing and returning a participation form for a settlement: (1) the subdivision agrees to the terms of the applicable settlement agreement pertaining to subdivisions; (2) the subdivision releases all claims within the scope of such settlement; (3) the subdivision agrees to use monies it receives as required under such settlement; (4) the subdivision submits to the jurisdiction of the court where their state’s consent judgment is filed for purposes limited to that court’s role under such settlement; and (5) with respect to subdivisions who have filed lawsuits against any settling Defendant, the subdivision commits to promptly dismissing its legal action against that settling Defendant. By signing a participation form, the subdivision is authorizing the Plaintiffs’ Executive Committee (PEC) to file a dismissal on its behalf for any claims pending in the MDL. (For claims pending outside the MDL, the subdivision is obligated to dismiss those claims itself.) A link to an example of such dismissal may be found here:

<https://nationalopioidsettlement.com/wp-content/uploads/2023/01/form-of-Master-Stipulation-of-Dismissal.pdf>.

After April 18, 2023, the extent of subdivision participation will be used to determine whether participation for each deal is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. See FAQ #8 below. If the settlement moves forward, the release in the subdivision's participation form will become effective. If a settlement does not move forward, that release will not become effective.

There are three methods for returning the executed participation forms and any supporting documentation to the Implementation Administrator:

1. **Electronic Signature via DocuSign:** Executing the participation forms electronically through DocuSign will return the signed forms to the Implementation Administrator and associate a subdivision's forms with that subdivision's records. Electronic signature is the most efficient method for returning participation forms, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
2. **Manual Signature returned via DocuSign:** DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning manually signed participation forms via DocuSign will associate a subdivision's signed forms with that subdivision's records.
3. **Manual Signature returned via electronic mail:** If a subdivision is unable to return executed participation forms using DocuSign, signed participation forms may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the following subject line:

Settlement Participation Forms – [Subdivision Name, Subdivision State] – [Reference ID]

Detailed instructions on how to sign and return the participation forms, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com>. You may also contact opioidsparticipation@rubris.com.

7. What Are the Deadlines to Opt In to One or More of the 2022 National Settlements?

As discussed above in FAQ #5, the state participation phase of the settlements has resulted in sufficient state participation to move forward with subdivision participation phase. The applicable time periods and deadlines are set forth below in Chart A. These deadlines reflect agreed extensions beyond the dates provided for under the settlement agreements.

For each of the 2022 National Settlements, subdivisions will have until **April 18, 2023**, to execute and submit their participation forms and be considered an “Initial Participating Subdivision” in a settlement.

For the Teva, Allergan, Walgreens, and CVS Settlements, these settling Defendants will then have until May 18, 2023, to determine whether to proceed further with their respective settlements.³ The Walgreens and CVS Settlements include an intervening deadline (May 2, 2023) by which states are to determine whether there has been sufficient subdivision-level participation to proceed with those settlements.

Chart A

Settling Defendant	Initial deadline for subdivisions to participate in settlement	Deadline for states to determine whether to proceed	Deadline for settling Defendants to determine whether to proceed (Reference Date⁴)
Walmart	April 18, 2023		
Teva	April 18, 2023		May 18, 2023
Allergan	April 18, 2023		May 18, 2023
Walgreens	April 18, 2023	May 2, 2023	May 18, 2023
CVS	April 18, 2023	May 2, 2023	May 18, 2023

³ Under the Walmart Settlement, each of the settling states will use reasonable efforts to ensure that, by April 18, 2023, the settling states have met the following “Subdivision Participation Thresholds” for the Walmart Settlement to become effective: (1) more than 85% of the aggregate population of all litigating subdivisions located in the settling states and separately settling states, and (2) more than 85% of the aggregate population of all non-litigating threshold subdivisions located in the settling states and separately settling states, (a) have become participating subdivisions, (b) are subject to a bar or case-specific resolution, or (c) have joined a settlement between Walmart and a separately settling state by executing a participation form, including a release.

⁴ In the Teva, Allergan, Walgreens, and CVS Settlements, the “Reference Date” refers to the date by which each respective settling Defendant is to determine whether there has been enough subdivision-level participation to proceed beyond the second phase of its settlement. (In the Walmart Settlement, the “Subdivision Participation Thresholds” are based on objective criteria, and there is thus no such “Reference Date.”)

8. What Level of Subdivision Participation Is Necessary for the 2022 National Settlements to Become Effective?

Under the Teva, Allergan, Walgreens, and CVS Settlements, there is no set threshold of subdivision-level participation required for those settlements to become effective. As to the Teva and Allergan Settlements, once the deadline for subdivisions to participate has passed, these settling Defendants will determine whether there has been sufficient subdivision-level participation for these settlements to become effective. The Walgreens and CVS Settlements operate similarly to the Teva and Allergan Settlements, except that under those settlements, the settling states (Walgreens) or the “Enforcement Committee” representing the settling states (CVS) will first have the opportunity to determine whether there has been sufficient subdivision participation to proceed with these settlements. If so, then Walgreens and CVS are to determine whether they agree that sufficient subdivisions have participated in the settlements. The decisions of the Teva, Allergan, CVS, and Walgreens as to whether there has been adequate subdivision-level participation is in their sole discretion and must be made in good faith.

The Walmart Settlement is different in that the level of subdivision participation required for the settlement to become effective is based on objective criteria: (1) more than 85% of the aggregate population of all litigating subdivisions located in settling states, as well as states that have separately settled with Walmart, must agree to participate or otherwise have their claims fully released, **and** (2) more than 85% of the aggregate population of all non-litigating threshold subdivisions (defined to include subdivisions with populations greater than 30,000 or those with populations between 10,000 and 30,000 that have brought opioids-related claims against McKesson, Cardinal Health, AmerisourceBergen, or J&J) must agree to participate or otherwise have their claims fully released. The calculation of the aggregate populations of litigating subdivisions and non-litigating threshold subdivisions is on an aggregated basis and not a state-by-state basis. If these thresholds are met, then the Walmart Settlement will become effective.

9. Can Eligible States Opt In After the Deadlines for Doing So?

Except for the Walmart Settlement, eligible states may, under certain circumstances, join the 2022 National Settlements after the deadlines to do so. However, later joinder by eligible states requires the consent of the respective settling Defendant (and, if applicable, the State Enforcement Committee for such settlement). If an eligible state later joins a 2022 National Settlement, subdivisions within that state may also sign on and participate in such settlement but may receive lower total payments. Note that, with respect to the CVS and Walgreens Settlements, no eligible state may become a settling state after May 31, 2023, and June 30, 2023, respectively.

10. What Funds Will Be Available for Abatement?

The amounts to be paid under each 2022 National Settlement depend on the level of participation by eligible states and subdivisions. Each of the settlements requires the settling Defendant to make annual payments over a period of years consisting of base and

incentive payments. **Assuming maximum participation** by eligible states and subdivisions, **Chart B** below reflects the **highest** amounts to be paid by each settling Defendant, including the base, incentive, and total amounts for abatement.

Chart B

Settling Defendant	Abatement – Base	Abatement - Incentive	Abatement – Total	Other	Total
Teva	\$1,325,488,100 (45% of the Net Abatement Amount of \$2,945,529,111)	\$1,620,041,011 (55% of the Net Abatement Amount of \$2,945,529,111)	\$2,945,529,111	<ul style="list-style-type: none"> • Maximum cash conversion of Settlement Product if Settling State elects to convert all or a portion of its Settlement Product allocation into a cash payment (\$240,000,000)⁵ • Additional Restitution Amount (\$28,669,762) • Global Settlement Attorney Fee Amount of (\$366,335,847.76) 	\$3,580,534,720.76
Allergan	\$809,634,037.95 (45% of the Net Abatement Amount of \$1,799,186,751)	\$989,552,713.05 (55% of the Net Abatement Amount of \$1,799,186,751)	\$1,799,186,751	<ul style="list-style-type: none"> • Additional Restitution Amount (\$16,192,680.76) • Global Settlement Attorney Fee Amount (\$206,906,476.36) 	\$2,022,285,908.12
Walmart	\$909,641,765.08 (38% of Global Settlement Remediation Amount of \$2,393,794,118.64).	\$1,484,152,353.56 (62% of Global Settlement Remediation Amount of \$2,393,794,118.64).	\$2,393,794,118.64	<ul style="list-style-type: none"> • Subdivision Attorneys’ Fees, Expenses and Costs (\$297,720,376.93) • State Outside Counsel Fee Fund (\$16,006,471.88) • State Cost Fund (\$16,006,471.88) 	\$2,739,533,911.20

⁵ Under the Teva Settlement, Teva will offer up to \$1.2 billion of Teva’s generic version of the overdose reversal drug Narcan or, alternatively, provide cash at 20% of the \$1.2 billion wholesale acquisition cost “in lieu of product.”

				<ul style="list-style-type: none"> • Additional Remediation (\$16,006,471.88) 	
Walgreens	\$1,963,147,836 (41% of the Adjusted State Remediation Payment of \$4,788,165,456)	\$2,825,017,620 (59% of the Adjusted State Remediation Payment of \$4,788,165,456)	\$4,788,165,456	<ul style="list-style-type: none"> • Private Attorneys Fees (\$638,600,000) • State AG Fees and Costs (\$63,842,206) • Additional Remediation Amount (\$31,921,103) 	\$5,522,528,766
CVS	\$1,626,081,118 (38% of Maximum Remediation Payment of \$4,279,160,837)	\$2,653,079,719 (62% of Maximum Remediation Payment of \$4,279,160,837)	\$4,279,160,837	<ul style="list-style-type: none"> • Common Benefit and Subdivision Attorneys' Fees, Expenses and Costs (\$539,457,124) • State Outside Counsel Fee Fund (\$28,527,739) State Cost Fund (\$28,527,739) and Additional Remediation Amount (\$28,527,739) 	\$4,904,201,178

11. How Much Will a Settling State Receive in Base Payments Under the 2022 National Settlements?

As illustrated in Chart B above, approximately \$6.63 billion in base payments would be available to settling states. These base payments do not require a settling state to meet any specific participation benchmarks or conditions. Base payments will be paid out annually for distribution to each settling state according to its share of the abatement funds using the top-level state allocation model discussed below. Each state’s base payment is then allocated into the three sub-funds or according to a state-subdivision agreement, qualifying statute, or statutory trust, as explained below.

12. How Much Can a State Receive in Incentive Payments?

Under the 2022 National Settlements, approximately \$9.57 billion in abatement funds would be earmarked for “Incentive Payments” Although the criteria for Incentive Payments under each of the 2022 National Settlements are similar, there are differences in how they operate and when they accrue, as explained in FAQ #13 below.

13. How Do Incentive Payments Work?⁶

In each of the 2022 National Settlements, incentive payments are designed to reward states for increasing participation in the settlements by their subdivisions and/or taking steps to bar or otherwise resolve current and future subdivision litigation, but there are differences in how these incentive payments operate and when they accrue.

Eligibility for incentive payments is **state-specific**, meaning that eligibility for incentive payments, as well as the amount of such payments, depends on whether, and the extent to which, the applicable incentive criteria set forth in each of the 2022 National Settlements are met **in each such settling state**, irrespective of any other settling states.

- **Teva/Allergan**

The Teva and Allergan Settlements divide incentive payments into four categories: Incentives A, B, C, and D. Under the Teva Settlement, Incentives A-C would be due in installments over 12 years beginning with Payment Year 2, and Incentive D would be due in installments over 10 years beginning with Payment Year 4. Under the Allergan Settlement, Incentives A-C would be due in installments over 6 years beginning with Annual Payment 2, and Incentive D would be due in installments over 4 years beginning with Annual Payment 4. Under these settlements, if a settling state qualifies for Incentive A, it would receive the maximum payment allocable to the State for Incentives A-C. If a settling state does not qualify for Incentive A, it can alternatively qualify for Incentive B and/or Incentive C. A settling state can qualify for Incentive D regardless of whether it qualifies for another incentive payment.

Incentives A-D are generally as follows:

Incentive A: Full participation, or fully released claims, of (1) litigating subdivisions/special districts and (2) non-litigating subdivisions with populations greater than 10,000/non-litigating covered special districts.

Incentive B: Early participation, or released claims, by litigating subdivisions/special districts representing at least 75% of the settling state's litigating population.

Incentive C: Participation, or release of claims, by litigating **or** non-litigating primary subdivisions (defined as subdivisions with populations of 30,000 or more) representing more than 60% of the settling state's primary subdivision population (Part 1) and 100% of its 10 largest subdivisions by population (Part 2).

⁶ Note that these FAQs include certain terms that are specifically defined in the 2022 National Settlements. The definitions contained in the 2022 National Settlements are determinative.

Incentive D: No opioids-related lawsuits filed by subdivisions within the settling state against settling Defendants as of two look-back dates 2 years and 5.5 years after the “Preliminary Agreement Date.”

- **CVS**

Under the CVS Settlement, Incentives A-D are generally like the Teva and Allergan Settlements. But there are certain differences.

First, unlike the Teva and Allergan Settlements, Incentive A is **mutually exclusive** with Incentives B, C, and D, meaning that a settling state may either qualify for Incentive A, or Incentives B, C, and/or D. A settling state will be eligible for its full allocable share of the maximum amount available for incentive payments by either: (1) achieving Incentive A within 2 years of the Effective Date or (2) by fully earning Incentive B in each Payment Year it is available and earning Incentives C and D in a manner that produces that maximum possible combined amount from those two incentives.

Second, Incentive B requires early participation, or released claims, by litigating subdivisions representing at least 85% of the settling state’s litigating population.

Third, Incentive C requires participation, or release of claims, by at least 85% of the settling state’s litigating subdivisions **and** non-litigating threshold subdivisions (defined to include subdivisions with populations greater than 30,000 or subdivisions with populations between 10,000 and 30,000 that have brought an opioids-related claim against McKesson, Cardinal Health, AmerisourceBergen, or J&J).

Finally, there are five look-back dates for Incentive D: April 30 of Payment Years 6-10.

- **Walgreens**

Under the Walgreens Settlement, incentive payments are divided among three categories: Incentives A, BC, and D. Incentive A is mutually exclusive with Incentives BC and D; if a settling state receives Incentive A, such settling state is not eligible for Incentives BC or D.

Incentive A requires full participation from all litigating subdivisions, primary subdivisions (defined to include subdivisions with populations over 10,000), and certain special districts. Incentive BC is determined based on the percentage of the aggregate population of all the settling state’s litigating subdivisions and non-litigating threshold subdivisions (defined to include subdivisions with

populations greater than 30,000 or those with populations between 10,000 and 30,000 that have brought opioids-related claims against McKesson, Cardinal Health, AmerisourceBergen, or J&J) that have participated in the settlement or otherwise fully released their claims. A sliding percentage scale will determine the Incentive BC Payments under these settlement agreements.

Under the Walgreens Settlement, a settling state may earn Incentives A and BC in annual payments 2 through 15.

Finally, Incentive D (payments which are based on Incentive BC participation percentage) can be earned if there are no qualifying lawsuits surviving a threshold motion as of certain look-back dates prior to Incentive D payments being made. Any Incentive D payments would be made under the Walgreens Settlement during Payment Years 6-15.

- **Walmart**

Incentive payments under the Walmart Settlement operate similarly to incentive payments under the Walgreens Settlement. However, under the Walmart Settlement, Incentive Payments A and BC would be paid in (at most) three payments in Payment Years 1 through 3. Any Incentive D payments would be made during Payment Years 3-6.

14. If States or Subdivisions Elect to Participate in the 2022 National Settlements, When Will They Receive Abatement Fund Payments?

Participating states and subdivisions would receive abatement proceeds through annual payments continuing over a period of years. Chart C below sets forth, for each 2022 National Settlement, the date through which annual abatement payments would be made by the respective settling Defendant.

Chart C

Settling Agreement	Annual Abatement Payments Made Until
Teva Settlement	July 15, 2035
Allergan Settlement	July 15, 2029
Walmart Settlement	~July 15, 2028
Walgreens Settlement	December 31, 2036
CVS Settlement	June 30, 2032

15. How Will Settlement Proceeds Be Used?

Each of the 2022 National Settlements requires that at least 85% to 95.5% of abatement funds be used to fund opioid-remediation efforts, with at least 70% of abatement funds required to be used in connection with future opioid-remediation efforts. Chart D below sets forth, for each settlement, the minimum percentage of settlement payments disbursed to states and participating subdivisions that must be spent on “Opioid Remediation” and “future Opioid Remediation,” respectively. The 2022 National Settlements effectively define “Opioid Remediation” as including care, treatment, and other programs and expenditures (including reimbursement for past such programs or expenditures, except where the agreement restricts the use of funds solely to **future** Opioid Remediation) designed 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. The 2022 National Settlements include broad and non-exhaustive lists of qualifying opioid-remediation expenditures.⁷

Chart D

Settling Defendant	Minimum Amount of Settlement Proceeds To Be Spent on Opioid Remediation	Minimum Amount of Settlement Proceeds To Be Spent on Future Opioid Remediation
Teva	85%	70%
Allergan	85%	70%
Walmart	85%	70%
Walgreens	95%	70%
CVS	95.5%; <i>provided, however</i> , that the remaining 4.5% only may be spent outside of Opioid Remediation to the extent necessary to satisfy certain attorney fee agreements entered into by settling states.	70%

16. How Will the State-Level Allocations Be Made?

Under the 2022 National Settlements, each of the settling Defendants would make annual payments consisting of base and incentive payments (described above). Calculation of the amounts distributed to each settling state (including the state and its settling subdivisions) starts with a top-level allocation among all states of the maximum potential payment. How much of that maximum

⁷ If settlement proceeds are used for something other than “Opioid Remediation,” then the amounts and uses (including any use to pay attorneys’ fees and costs) must be publicly reported.

amount each state will receive in any given year is then based on (1) which incentive payment categories that state qualifies for that year; and (2) whether amounts otherwise payable are offset or otherwise adjusted (see FAQ #18 below regarding offsets). Once the annual payment for a state is calculated, the further allocation of that state's payment proceed as outlined below among that state's (1) "State Fund"; (2) "Abatement Accounts Fund"/"Remediation Accounts Fund"; and (3) "Subdivision Fund."

For purposes of the top-level maximum potential allocation discussed above, an "Overall Allocation Percentage" or "State Allocation Percentage" has been calculated for each 2022 National Settlement based on the states eligible to participate in such settlements. Within each eligible state, there is a "Subdivision Allocation Percentage" or "Subdivision and Special District Allocation Percentage," set forth in Exhibit G to the respective 2022 National Settlements, which reflects the portion of a settling state's Subdivision Fund that a subdivision would receive if it becomes a participating subdivision (in the absence of a state-subdivision agreement, qualifying statute, or statutory trust; see FAQ #17 below). The aggregate "Subdivision Allocation Percentage" or "Subdivision and Special District Allocation Percentage" for each state equals 100%.

These sub-percentages for each state are based on population, adjusted for the proportionate share of the impact of the opioid epidemic using reliable, detailed, and objective national data, including: (1) the amount of opioids shipped to the state; (2) the number of opioid-related deaths that occurred in the state; and (3) the number of people who suffer opioid use disorder in the state. Adjustments were made to reflect the severity of impact insofar as the oversupply of opioids had more deleterious effects in some locales than in others. Ultimately, the model allocates settlement funds in proportion to where the opioid crisis has caused harm.

17. How Will Settlement Funds Be Allocated Within a State?

Settlement proceeds will be allocated in accordance with the terms of any qualifying agreement between a state and its subdivisions, a qualifying statute, or a statutory trust. Otherwise, settlement proceeds will be allocated in accordance with default allocation terms set out in the respective 2022 National Settlements. Under these default terms, settlement proceeds will be allocated among three sub-funds for each settling state: (1) a State Fund; (2) an Abatement Accounts Fund or Remediation Accounts Fund; and (3) a Subdivision Fund.⁸ There are several important points to observe with respect to three sub-funds:

⁸ Non-litigating municipalities with a population under 10,000 and special districts will not receive direct allocations from the Subdivision Fund, unless an intrastate agreement provides otherwise. Moreover, a subdivision will not necessarily directly receive settlement funds by participating because decisions on how settlement funds will be allocated within a state may be subject to intrastate agreements or state statutes.

- The settlement agreements provide default allocations among the sub-funds (15% to the State Fund, 70% to the Abatement Accounts Fund/Remediation Accounts Fund, and 15% to the Subdivision Fund⁹). As noted above, these defaults can be changed on a state-by-state basis through a qualifying state-subdivision agreement, qualifying statute, or statutory trust.¹⁰
- Under the default set forth in the 2022 National Settlements, at least 50% of the annual spend from the Abatement Accounts Fund/Remediation Accounts Fund must be allocated at a **regional** level for settling states above a certain population. Each settling state will have an advisory committee—with equal representation from the state and local levels—to recommend how to spend the Abatement Accounts Fund/Remediation Accounts Fund.¹¹
- Certain large participating subdivisions also will be eligible to receive block grants from the Abatement Accounts Fund/Remediation Accounts Fund.
- A settling state also is free to direct all or a portion of its State Fund to its Abatement Accounts Fund/Remediation Accounts Fund. A participating subdivision listed in Exhibit G to the respective 2022 National Settlements also may choose to direct all or a portion of its allocation from the Subdivision Fund to the state’s Abatement Accounts Fund/Remediation Accounts Fund or to another participating subdivision.

18. Can a Defendant Take an Offset Against a Settlement Payment?

In each of the 2022 National Settlements, the settling Defendant is entitled to an offset for abatement/remediation payments that had been allocated to states that did not choose to participate in that settlement. In addition, Teva, Allergan, Walgreens, and CVS are entitled to dollar-for-dollar offsets for certain class resolution opt-outs, as well as payments made as a result of litigation bars, settlement class resolutions, or case-specific resolutions that are subsequently revoked, rescinded, or otherwise materially limited. Walgreens and CVS are also entitled to a dollar-for-dollar offset for certain taxes, assessments, or any other fees imposed by a settling state on Walgreens or CVS on the sale, transfer, or distribution of opioid products.

⁹ As a default, amounts apportioned to a state’s Subdivision Fund would be distributed to participating subdivisions in that state listed on Exhibit G to the respective 2022 National Settlement, per the Subdivision Allocation Percentage listed in Exhibit G.

¹⁰ Allocation agreements/statutes have already been reached or enacted in several states.

¹¹ Spending from the Abatement Allocation Account Fund will be tracked and reported annually.

19. Will the Settlements Require Any Change to How the Defendants Operate Their Businesses?

In addition to billions of dollars to be used for abatement of the effects of the opioid epidemic in communities across the nation, the proposed settlements provide for robust and meaningful injunctive relief that will require the settling Defendants to make significant changes to their business operations to address the opioid epidemic.

Teva and Allergan have agreed to strict limitations on their marketing, promotion, sale, and distribution of opioids, including a ban on: (1) promotion and lobbying; (2) rewarding or disciplining employees based on volume of opioid sales; and (3) funding or grants to third parties; and Teva and Allergan are also required to publicly disclose documents, including internal documents, related to their role in the opioid crisis. Allergan is also required to stop manufacturing and selling opioids for ten years, and Teva is required to create and maintain systems to prevent drug misuse, including suspicious order monitoring.

Walmart, CVS, and Walgreens are required to implement changes in how they handle opioids, including requirements that they: (1) maintain independent departments to oversee compliance with controlled-substance laws and the injunctive terms in the settlements; (2) ensure pharmacists exercise independent judgment in the dispensing of controlled substances; (3) create and maintain robust oversight programs, including site visits and audits, to prevent diversion; (4) monitor, report, and share data about suspicious activity related to opioid prescriptions; and (5) provide data to the states about their red-flag processes, as well as blocked and potentially problematic prescribers.

20. How Will Attorneys' Fees and Costs Be Addressed?

The overarching goal of these global settlements is to dedicate funds to abate opioid-related harms. If private lawyers who represent some of the states and thousands of subdivisions were to enforce their contingency fee contracts, then a significant portion of the global settlement payments would potentially go towards legal fees to compensate efforts to prosecute the lawsuits that are being resolved as to the settling Defendants. As a result, government entities that hired outside counsel to litigate against the settling Defendants would recover proportionately less than entities that did not litigate. To protect against this imbalance, and maximize the amounts available for abatement, the negotiating State Attorneys General, the Plaintiffs' Executive Committee (PEC) Negotiation Team, and the settling Defendants agreed that the settling Defendants will pay, and the parties will set aside, separate funds to compensate attorneys' fees and costs. These funds total approximately \$2.2 billion in connection with the Teva, Allergan, Walmart, Walgreens, and CVS Settlements. See the "Other" column within [Chart B](#) in FAQ #10 above for deal-specific amounts. These attorneys' fees include amounts for outside counsel representing participating states and participating subdivisions and are intended to cover both contingency and common benefit work.

21. How will more information on the settlements be made available?

Settlement documents, information, and updates will be posted on a public settlement website: <https://nationalopioidsettlement.com/>

The website will provide current information on an ongoing basis as the settlement implementation progresses. Some states have also set up their own websites to provide state-specific information.

RESOLUTION 3-2-23
Resolution Adopting "All Hazards Mitigation Plan Revision"

WHEREAS, County of Green recognizes the threat that natural and technological hazards pose to people and property; and

WHEREAS, undertaking hazard mitigation actions prior to the occurrence of disasters will reduce the potential for harm to people and property and save tax dollars; and

WHEREAS, an adopted all hazards mitigation plan is required as a condition of future grant funding for mitigation projects; and

WHEREAS, County of Green participated jointly in the planning process with the other units of government within Green County to prepare an All Hazard Mitigation Plan Revision as an official plan;

NOW, THEREFORE, BE IT RESOLVED, by the Green County Board of Supervisors, in legal session assembled, that the County of Green hereby adopts the Green County All Hazards Plan Revision as an official plan; and

BE IT FURTHER RESOLVED: that the Green County Emergency Management Department will submit, on behalf of the participating municipalities, the adopted All Hazards Mitigation Plan Revision and their formal resolutions to adopt the plan to Wisconsin Emergency Management and Federal Emergency Management Agency officials for final review and approval.

SIGNED: LAW ENFORCEMENT AND PUBLIC SAFETY COMMITTEE:

Richard Thoman, Chair

Joe Snow

Mark Gundlach

Isaiah Carlson

David Tschudy

FISCAL NOTE: No fiscal impact. ALV

LEGAL NOTE: Approved as to form. BDB.

STATE OF WISCONSIN)
)SS
COUNTY OF GREEN)

I, Arianna L. Voegeli, County Clerk, in and for said County, do hereby certify that the above and foregoing is a true and correct copy of Resolution 3-2-23, adopted by the Board of Supervisors on March 14, 2023.

Dated at Monroe, Wisconsin, this 14th day of March, 2023.

Arianna L. Voegeli, County Clerk



GREEN COUNTY SHERIFF'S OFFICE

2827 6th Street, PO Box 473

Monroe, WI 53566

Phone: (608) 328-9400

Website: www.greensheriff.com

Sheriff Jeffrey Skatrud
Chief Deputy Tom Moczynski

February 16, 2023

County Clerk Arianna Voegeli
1016 16th Avenue
Monroe, WI 53566

Re: Emergency Management Director

Dear County Clerk Voegeli,

Per County Code 1-13-3, the Green County Sheriff is delegated supervisory responsibilities over emergency management functions within Green County. The Sheriff shall appoint an Emergency Management Director, which appointment shall be confirmed by the County Board of Supervisors.

I would respectfully request that the County Board of Supervisors appoint Gary Ziegler as the Director of Emergency Management to replace the retired Tanna McKeon at their March 14, 2023 meeting, with the effective date immediately.

Sincerely,

Jeff Skatrud
Sheriff

Cc: Gary Ziegler
Chief Deputy Tom Moczynski
Corp. Counsel Brian Bucholtz