

EXHIBIT C to Masters Pharmaceutical Settlement Agreement

Masters Pharmaceutical Settlement Participation Agreement

Governmental Entity: Hernando County

State: Florida

Authorized Official: Jeffrey Rogers, County Administrator*

Address 1: 15470 Flight Path Drive

Address 2:

City, State, Zip: Brooksville, FL 34601

Phone: 352-754-4122

Email: cao@co.hernando.fl.us

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Masters Pharmaceutical Settlement Agreement (Exhibit A and the Allocation Schedule (Exhibit D), and acting through the undersigned authorized official, hereby elects to participate in the Masters Pharmaceutical Settlement Agreement and release all Released Claims against all Released Entities,¹ and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Masters Pharmaceutical Settlement Agreement, understands all terms in the Masters Pharmaceutical Settlement Agreement, and agrees that by the Masters Pharmaceutical Settlement Agreement, the Governmental Entity elects to become a Releasor as defined therein.
2. The Governmental Entity shall promptly, and in any event within 7 business days of the Effective Date and payment of the settlement funds dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Masters Pharmaceutical Settlement Agreement pertaining to Releasors as defined therein.
4. The Governmental Entity has the right to enforce the Masters Pharmaceutical Settlement Agreement as provided therein.
5. The Governmental Entity, as a Party to the Masters Pharmaceutical Settlement Agreement, hereby becomes a Releasor for all purposes in the Masters Pharmaceutical Settlement Agreement, including but not limited to all provisions of Section 5 of the Masters Pharmaceutical Settlement

¹ Capitalized terms shall have the same meaning as in the Masters Settlement Agreement.

*Pursuant to Hernando County Board of County Commissioners' Resolution No.2021-101 (authorizing County Administrator to execute all opioid litigation settlement documents).

Agreement, and along with all departments, agencies, divisions, boards, commissions, subdivisions, districts, corporations, courts, institutes, offices, instrumentalities of any kind, attorneys, and any entities over which such Governmental Entity exercises governing, fiscal, or budgetary authority or control, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Masters Pharmaceutical Settlement Agreement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Masters Pharmaceutical Settlement Agreement shall be a complete bar to any Released Claim.

6. Nothing herein is intended to modify in any way the terms of the Masters Pharmaceutical Settlement Agreement, to which the Governmental Entity hereby agrees. To the extent this form is interpreted differently from the Masters Pharmaceutical Settlement Agreement in any respect, the Masters Pharmaceutical Settlement Agreement controls.

IN WITNESS WHEREOF, this Masters Pharmaceutical Settlement Participation Agreement has been read and signed by the duly authorized representative of the Governmental Entity signing below.

Signed:



By:

Jeffrey Rogers

Its:

County Administrator

Date:

9/21/2023

Approved for Form and Legal Sufficiency

Jon Joubert
County Attorney