

Recorder's Office Cover Sheet

Recording Requested By:

Name: Doug Ritchie

Department: District Attorney's Office



00172602202310003900040046

SHAWNYNE GARREN, RECORDER

Type of Document: (please select one)

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other

specify: _____

FILED

NO. 2023-218

9/11/23
DATE

DOUGLAS COUNTY CLERK
MINDEN, NV

EXHIBIT B

Subdivision Participation and Release Form

BY AL DEPUTY

Governmental Entity: Douglas County	State: Nevada
Authorized Official: Jenifer Davidson, County Manager	
Address 1: 1594 Esmeralda Avenue	
Address 2:	
City, State, Zip: Minden, Nevada 89423	
Phone: 775-782-9821	
Email: jr davidson@douglasnv.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 Settlement Agreement and Release ("*Teva-Nevada Settlement*") between Teva, Ltd. ("*Teva*") and the State of Nevada ("*State*" or "*Nevada*"), and acting through the undersigned authorized official, hereby elects to participate in the Teva-Nevada Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva-Nevada Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Teva-Nevada Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than the ninety (90) days after the Execution Date, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Teva-Nevada Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Teva-Nevada Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, Annual Attorney Fees Payments and Annual Remediation Payments through the One Nevada Agreement on Allocation of Opioid Recoveries beginning as provided therein.
5. The Governmental Entity agrees to use any monies it receives through the Teva-Nevada Settlement solely for the purposes provided therein.

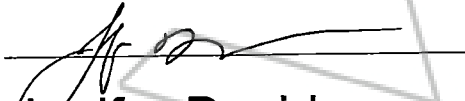
6. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Teva-Nevada Settlement, including without limitation all applicable provisions of Section VI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the 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 Teva-Nevada Settlement 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 Teva-Nevada Settlement shall be a complete bar to any Released Claim.
7. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Teva-Nevada Settlement.
8. In connection with the releases provided for in the Teva-Nevada Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

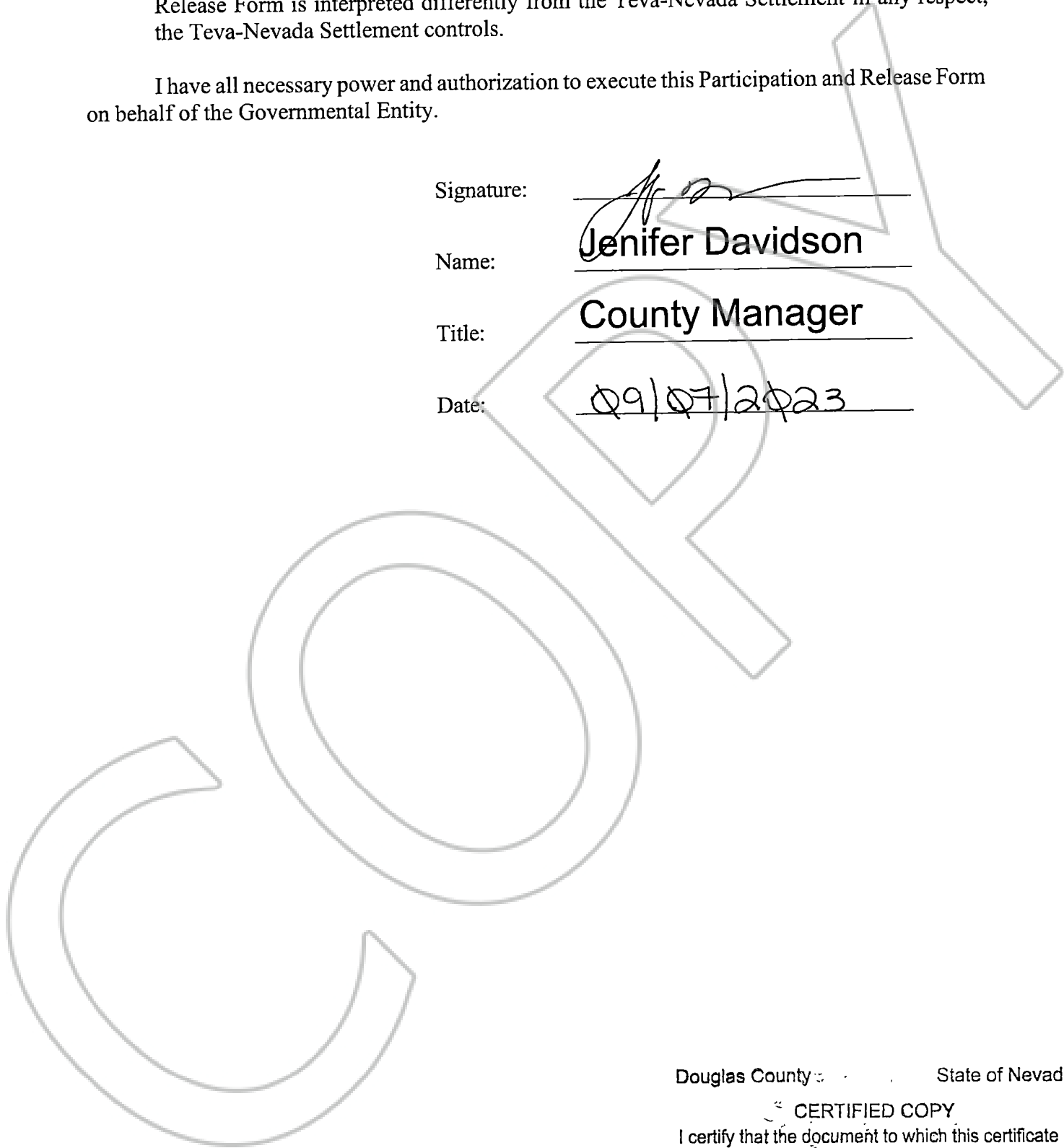
General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

9. A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva-Nevada Settlement.

10. Nothing herein is intended to modify in any way the terms of the Teva-Nevada Settlement, to which the Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Teva-Nevada Settlement in any respect, the Teva-Nevada Settlement controls.

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

Signature: 
Name: Jenifer Davidson
Title: County Manager
Date: 09/07/2023



Douglas County, State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

11 day of September, 2023

By  Deputy