

## EXHIBIT 1.L

### 2. ITEMS FROM ELECTED OFFICIALS AND DEPARTMENT HEADS

#### C. DEPARTMENT HEADS

##### 2. Michael A. Wheable, County Manager

- \*a) **Discussion/For Possible Action: Approval for County Manager to sign release forms as part of settlement agreements with two (2) of the opioid epidemic litigants (CVS and Allergan), which will then permit the allocation of the litigation settlement funds to White Pine County pursuant to the One Nevada Agreement for opioid epidemic remediation and abatement actions**

Mr. Michael Wheable, the "Authorized Official" , approves our involvement in this; the same man that initiated this into our governmental affairs while DA.

He recommended we do this and even began the process WHILE he was DA. Only when he realized he was in violation of his Oath of Office, did he conspire with several other public officials to distance himself from the DA title before jumping back in the game.

NRS 252.180 Restrictions on presentation of claims against county. No district attorney, except for his or her own services, shall be allowed to present any claim, account or demand, for allowance, against his or her own county, or in any way to advocate the relief asked on the claim or demand made by another.

NRS 252.190 Penalty for malfeasance in office or neglect of duty. The district attorney may be prosecuted for malfeasance in office, or neglect of duty, and shall be punished for a gross misdemeanor and as provided in NRS 197.230.

[15:125:1865; B § 2949; BH § 2118; C § 2309; RL § 1606; NCL § 2084] - (NRS A 1959, 121; 1967, 542)



EXHIBIT A

**Subdivision Participation and Release Form**

Governmental Entity: <u>WHITE PINE COUNTY</u>	State: Nevada
Authorized Official: <u>MICHAEL A. WHEARLE, COUNTY MANAGER</u>	
Address 1: <u>801 CLARK STREET, SUITE 5</u>	
Address 2: <u>1786 GREAT BASIN BLVD., SUITE 3</u>	
City, State, Zip: <u>ELY, NEVADA 89301</u>	
Phone: <u>(775) 293-6596</u>	
Email: <u>WHEARLE@WHITEPINECOUNTY.NV.GOV</u>	

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 between CVS and the State of Nevada ("CVS-Nevada Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the CVS-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 CVS-Nevada Settlement, understands that all terms in this Subdivision Participation and Release Form have the meanings defined therein, and agrees that by executing this Subdivision Participation and Release Form, the Governmental Entity elects to participate in the CVS-Nevada Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than the Subdivision Participation Date, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the CVS-Nevada Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS-Nevada Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, Annual Remediation Payments.
5. The Governmental Entity agrees to use any monies it receives through the CVS-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 CVS-Nevada Settlement, including without limitation all 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, hereby releases Released Entities 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 CVS-Nevada Settlement and agreed to herein 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 CVS-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 CVS-Nevada Settlement.
8. In connection with the releases provided for in the CVS-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.

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 CVS-Nevada Settlement.

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

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

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

MICHAEL A. WHEABLE

Title: \_\_\_\_\_

COUNTY MANAGER

Date: \_\_\_\_\_



**ATTORNEY MICHAEL WHEABLE RE-BRANDED HIMSELF AS COUNTY MANAGER TO TRY CIRCUMVENTING PROSECUTION FOR MALFEASANCE IN OFFICE, PURSUANT TO NRS 252.190 "Penalty for malfeasance in office or neglect of duty", FOR OUTSKIRTING NRS 252.180 "District Attorneys-Restrictions on presentation of claims against county." HE IS THE PREVIOUS DISTRICT ATTORNEY THAT APPROVED THIS FRIVOLOUS LAWSUIT INTO OUR GOVERNMENT PUBLIC AFFAIRS.**

**CVS SETTLEMENT (ESTIMATED PAYMENTS 1-10)  
OPIOID LITIGATION SETTLEMENT CALCULATOR**

<b>TOTAL ABATEMENT AMOUNT*</b>	<b>\$ 151,858,772.26</b>
<b>NET ALLOCATION TO STATE</b>	<b>\$ 66,605,257.51</b>
<b>GROSS ALLOCATION TO LOCAL GOVERNMENTS</b>	<b>\$ 85,253,514.75</b>
<b>COMMON BENEFITS FUND**</b>	<b>\$ 4,268,751.35</b>
<b>NET ALLOCATION TO LOCAL GOVERNMENTS</b>	<b>\$ 80,984,763.40</b>

<b>LOCAL GOVERNMENT ENTITY</b>	<b>NET ALLOCATION</b>	<b>ANNUAL NET ALLOCATION ESTIMATE (10 TOTAL)</b>
STATE OF NEVADA		\$ 6,660,525.75
CARSON CITY	\$ 1,469,550.12	\$ 146,955.01
CHURCHILL COUNTY	\$ 567,950.36	\$ 56,795.04
CLARK COUNTY	\$ 54,198,893.09	\$ 5,419,889.29
DOUGLAS COUNTY	\$ 1,344,465.51	\$ 134,446.55
ELKO COUNTY	\$ 876,720.42	\$ 87,672.04
ESMERALDA COUNTY	\$ 40,273.03	\$ 4,027.30
EUREKA COUNTY	\$ 83,703.71	\$ 8,370.37
HUMBOLDT COUNTY	\$ 825,455.41	\$ 82,545.54
LANDER COUNTY	\$ 293,767.28	\$ 29,376.73
LINCOLN COUNTY	\$ 192,199.85	\$ 19,219.99
LYON COUNTY	\$ 1,273,193.62	\$ 127,319.36
MINERAL COUNTY	\$ 485,336.05	\$ 48,533.61
NYE COUNTY	\$ 1,297,120.13	\$ 129,712.01
PERSHING COUNTY	\$ 293,529.17	\$ 29,352.92
STOREY COUNTY	\$ 102,357.34	\$ 10,235.73
WASHOE COUNTY	\$ 7,380,909.94	\$ 738,090.99
WHITE PINE COUNTY	\$ 846,985.35	\$ 84,698.54
BOULDER CITY	\$ 119,748.97	\$ 11,974.90
ELY CITY	\$ 5,358.99	\$ 535.90
FERNLEY CITY	\$ 11,702.86	\$ 1,170.29
HENDERSON CITY	\$ 1,864,321.40	\$ 186,432.14
LAS VEGAS CITY	\$ 3,823,045.36	\$ 382,304.54
MESQUITE CITY	\$ 118,648.30	\$ 11,864.83
NORTH LAS VEGAS CITY	\$ 1,964,598.60	\$ 196,459.86
RENO CITY	\$ 1,098,385.28	\$ 109,838.53
SPARKS CITY	\$ 344,446.76	\$ 34,444.68
WEST WENDOVER CITY	\$ 45,676.69	\$ 4,567.67
CENTRAL LYON FIRE PROTECTION DISTRICT	\$ 12,222.44	\$ 1,222.24
NORTH LYON FIRE PROTECTION DISTRICT	\$ 4,197.37	\$ 419.74
<b>TOTAL:</b>	<b>\$ 80,984,763.40</b>	<b>\$ 14,759,002.09</b>

\*Estimated 10 equal annual payments to be disbursed; Attorney fees and costs resolved directly with outside counsel and not deducted.

\*\*Common Benefits Fund deduction applicable to local governments only.

**EXHIBIT K**  
**Subdivision and Special District Settlement Participation Form**

Governmental Entity: <u>WHITE PINE COUNTY</u>	State: <u>NEVADA</u>
Authorized Official: <u>MICHAEL A. WHEABLE, COUNTY MANAGER</u>	
Address 1: <u>801 CLARK STREET, SUITE 5</u>	
Address 2: <u>1786 GREAT BASIN BLVD. SUITE 3</u>	
City, State, Zip: <u>ELY, NEVADA 89301</u>	
Phone: <u>(775) 293-6596</u>	
Email: <u>WHEABLE@WHITEPINECOUNTYNV.GOV</u>	

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 Agreement dated November 22, 2022 ("*Allergan Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at [link to national settlement website page to be provided].
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether 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 in bringing, 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 Allergan Settlement are intended 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 Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan 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.

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 Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.

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

Signature: \_\_\_\_\_

Name: MICHAEL A. WHEABLE

Title: COUNTY MANAGER

Date: \_\_\_\_\_



**ALLERGAN SETTLEMENT (ESTIMATED PAYMENTS 1-7)  
OPIOID LITIGATION SETTLEMENT CALCULATOR**

<b>TOTAL NEVADA RECOVERY</b>	<b>\$ 26,508,913.00</b>
<b>ANNUAL PAYMENT AMOUNT (7 TOTAL)*</b>	<b>\$ 3,786,987.57</b>
<b>LEAD LITIGATOR COSTS ESTIMATE***</b>	
<b>FEDERAL GOVERNMENT CMS MEDICAID COSTS (22.52%)</b>	
<b>ALLOCATION AMOUNT ESTIMATE (7 TOTAL)</b>	<b>\$ 3,786,987.57</b>

<b>GOVERNMENT ENTITY</b>	<b>GROSS ALLOCATION</b>	<b>ATTORNEY FEES**</b>	<b>ANNUAL NET ALLOCATION</b>	<b>TOTAL NET ALLOCATION</b>
STATE OF NEVADA	\$ 1,660,972.77	\$ 123,850.77	\$ 1,537,122.00	\$ 10,759,854.04
CARSON CITY	\$ 38,578.68	\$ 4,805.56	\$ 33,773.12	\$ 236,411.83
CHURCHILL COUNTY	\$ 14,909.85	\$ 1,857.25	\$ 13,052.60	\$ 91,368.21
CLARK COUNTY	\$ 1,422,831.22	\$ 177,235.26	\$ 1,245,595.96	\$ 8,719,171.75
DOUGLAS COUNTY	\$ 35,294.96	\$ 4,396.52	\$ 30,898.44	\$ 216,289.06
ELKO COUNTY	\$ 23,015.69	\$ -	\$ 23,015.69	\$ 161,109.83
ESMERALDA COUNTY	\$ 1,057.25	\$ 131.70	\$ 925.55	\$ 6,478.88
EUREKA COUNTY	\$ 2,197.39	\$ -	\$ 2,197.39	\$ 15,381.73
HUMBOLDT COUNTY	\$ 21,669.88	\$ 2,699.31	\$ 18,970.57	\$ 132,793.97
LANDER COUNTY	\$ 7,711.99	\$ -	\$ 7,711.99	\$ 53,983.93
LINCOLN COUNTY	\$ 5,045.64	\$ 628.51	\$ 4,417.13	\$ 30,919.90
LYON COUNTY	\$ 33,423.92	\$ 4,163.46	\$ 29,260.46	\$ 204,823.24
MINERAL COUNTY	\$ 12,741.06	\$ 1,587.09	\$ 11,153.97	\$ 78,077.77
NYE COUNTY	\$ 34,052.04	\$ 4,241.70	\$ 29,810.34	\$ 208,672.38
PERSHING COUNTY	\$ 7,705.74	\$ -	\$ 7,705.74	\$ 53,940.18
STOREY COUNTY	\$ 2,687.09	\$ -	\$ 2,687.09	\$ 18,809.63
WASHOE COUNTY	\$ 193,763.90	\$ 24,136.24	\$ 169,627.66	\$ 1,187,393.62
WHITE PINE COUNTY	\$ 22,235.09	\$ 2,769.72	\$ 19,465.37	\$ 136,257.60
BOULDER CITY	\$ 3,143.65	\$ 391.59	\$ 2,752.06	\$ 19,264.42
ELY CITY	\$ 140.68	\$ 17.52	\$ 123.16	\$ 862.09
FERNLEY CITY	\$ 307.22	\$ 38.27	\$ 268.95	\$ 1,882.65
HENDERSON CITY	\$ 48,942.23	\$ 6,096.50	\$ 42,845.73	\$ 299,920.12
LAS VEGAS CITY	\$ 100,362.72	\$ 12,501.70	\$ 87,861.02	\$ 615,027.12
MESQUITE CITY	\$ 3,114.76	\$ 387.99	\$ 2,726.77	\$ 19,087.39
NORTH LAS VEGAS CITY	\$ 51,574.71	\$ 6,424.41	\$ 45,150.30	\$ 316,052.07
RENO CITY	\$ 28,834.85	\$ 3,591.82	\$ 25,243.03	\$ 176,701.22
SPARKS CITY	\$ 9,042.43	\$ 1,126.37	\$ 7,916.06	\$ 55,412.41
WEST WENDOVER CITY	\$ 1,199.11	\$ 149.37	\$ 1,049.74	\$ 7,348.20
CENTRAL LYON FIRE PROTECTION DISTRICT	\$ 320.86	\$ 39.97	\$ 280.89	\$ 1,966.24
NORTH LYON FIRE PROTECTION DISTRICT	\$ 110.19	\$ 13.73	\$ 96.46	\$ 675.25
<b>TOTAL:</b>	<b>\$ 3,786,987.57</b>	<b>\$ 383,282.32</b>	<b>\$ 3,403,705.25</b>	<b>\$ 23,825,936.73</b>

\*Estimated 7 equal annual payments to be disbursed.  
 \*\*Total attorney fees of \$5,970,081.48 have an adjusted credit of \$3,287,105.21 (included in the settlement); remaining attorney fees will be deducted from each disbursement.  
 \*\*\*There are no costs deducted from this settlement.