

**Board of Commissioners  
Agenda Item Transmittal Form  
Procurement/Contract Transmittal Form**

**RECEIVED**  
NOV 13 2024  
BY: *Purchasing*



**Type of contract:** 1 year  Multi-year  Single Event  CC Use Only  
Contract #:

| <input type="checkbox"/> Submission Information   | <input type="checkbox"/> Vendor Information  |
|---|--|
| <p>Contact Name: Sue Sanders<br/>Department: Board of Commissioners<br/>Project Title: Agreement to Dismiss and Release Claims - Opioid Settlement - Publix<br/>Funding Account Number: <i>W</i><br/>Contract amount: Percent of net recovered<br/>Contract Type: Goods ( ) Services (X) Labor ( )<br/>Contract Action: New ( ) Renewal ( ) Change Order ( )<br/>Original Contract Number: C-2017-185</p> | <p>Vendor Name: Napoli Shkolnik PLLC<br/>Address: 360 Lexington Avenue, 11<sup>th</sup> floor<br/>Address: New York, NY 10117<br/>Email:<br/>Phone #: 212.397.1020<br/>Contact: Shayna Sacks<br/>Term of contract:</p> |

| Chief Financial Officer Signature   | Procurement Officer Signature   |
|---|---|
| <p>I have reviewed the attached contract, and the amount is approved for processing.<br/>Signature: <i>[Signature]</i> Date: 11/26/2024</p> | <p>I have reviewed the attached contract, and it is in compliance with Purchasing Policies of Rockdale County.<br/>Signature: <i>[Signature]</i> Date: 11/14/24</p> |

Participation Agreement - \$3,845,410 to be paid by Publix to resolve claims to all participating Local Governments

**Department Head/Elected Official Signature:** *Sue Sanders* **Date:** 11/13/2024

*2024-588*

## CONFIDENTIAL AGREEMENT TO DISMISS AND RELEASE CLAIMS

This Confidential Agreement to Dismiss and Release Claims (the "Agreement"), which will take effect upon the date of the last Party's signature of both this Agreement and each Participation Agreement hereto (the "Effective Date"), is entered into by and between Publix Super Markets, Inc. ("Publix"), and Henry County, Georgia; The City of Atlanta, Georgia; Clayton County, Georgia; DeKalb County, Georgia; Forsyth County, Georgia; Fulton County, Georgia; Rockdale County, Georgia; Palm Beach County, Florida; Alachua County, Florida; Levy County, Florida; Okaloosa County, Florida; Osceola County, Florida; Walton County, Florida; Birmingham, Alabama; Hueytown City, Alabama; Mountain Brook City, Alabama; Pleasant Grove City, Alabama; Fort Deposit, Alabama; Jefferson County, Alabama, including the Jefferson County Board of Health and the Jefferson County Sheriff (collectively, the "Local Governments"), and Napoli Shkolnik PLLC ("Napoli"). Napoli, Publix and each of the Local Governments are referred to in this Agreement as a "Party" and collectively as the "Parties."

### A. Recitals

1. Napoli are attorneys for the Local Governments which have filed or intend to file lawsuits in the multi-district litigation matter entitled *In Re: National Prescription Opiate Litigation (Case No. 1:17-md-2804)* and/or in similar opioid-related litigation filed outside of the multi-district litigation matter and pending in Alabama, Florida and/or Georgia federal courts.

2. Each of the Local Governments has filed a lawsuit against Publix or otherwise has identified Publix as a potential defendant to an existing lawsuit or a new lawsuit against Publix, in all cases asserting claims against Publix (and others) arising from allegations, among other claims, that Publix failed to effectively monitor and report suspicious orders of prescription opioids from its stores and failed to properly dispense and/or implement measures to prevent diversion of prescription opioids, which contributed to an increase in opioid overdose and addiction and contributed to a public health crisis. (the "Lawsuits").

3. Publix (i) denies any wrongdoing relating to the allegations and claims concerning it in the Lawsuits and (ii) maintains that it would be able to successfully defend against such allegations and claims at trial, that the facts do not support the allegations, that it has not engaged in any misconduct or unlawful activity, and that it has not caused any harm to the Local Governments or their residents.

4. To avoid the expense and uncertainty of litigation, including the interruptions caused by such potential protracted litigation, the Local Governments and Publix have engaged in efforts to resolve the Lawsuits and their related claims as they concern Publix.

5. On April 23, 2024, the Parties reached a resolution in principle and now enter into this Agreement, which memorializes in writing the terms on which such resolution was reached.

6. By entering into this Agreement, Publix denies any liability or wrongdoing on its part, and nothing herein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing.

## **B. Agreement**

In consideration of the promises, representations, warranties, covenants, and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, by their respective authorized representatives, covenant and agree as follows:

1. **Release & Covenant Not to Sue.** Upon delivery of the monies as provided in Section B.3., the Local Governments (including past, present, and future agencies, authorities, boards, commissions, councils, departments, districts, divisions, offices, predecessors, successors, assigns, officials (elected or unelected), employees, attorneys, agents, representatives, and any other persons or entities within control of any of the foregoing or through which any of the foregoing may take action or on whose behalf they have the right to give the releases set forth in this Settlement Agreement) forever release and discharge Publix, including its present and former, direct and indirect companies, parent companies, subsidiaries, affiliates, partners, and members ("Publix Entities"), together with each of the Publix Entities' present and former owners, shareholders, officers, directors, employees, agents, representatives, attorneys, predecessors, successors, insurers, and assigns (collectively, the "Publix Released Parties"), from:

(a) any and all claims asserted and that could have been asserted against Publix in the Lawsuits;

(b) any and all claims, demands, damages, debts, liabilities, penalties, restitution, disgorgement, reimbursement, fines, expenses, actions and causes of action whatsoever known and unknown, foreseen, unforeseen or unforeseeable, which the Local Governments have asserted or could have asserted in the Lawsuits against Publix in any way related to or concerning the Covered Conduct.

"Covered Conduct" shall mean any act, failure to act, statement, error, omission, violation of any law, statute, regulation, ordinance, breach of duty, negligence, misstatement, and misleading misstatement, conduct, event, transaction, or other activity of any kind whatsoever from the beginning of time through the Effective Date (and any past, present, or future consequence of any such act, failure to act, statement, error, omission, violation, breach of duty, negligence, misstatement, misleading misstatement, conduct, event, transaction, or activity) relating in any way to (i) the dispensing promotion, advertising, recall, withdrawal, distribution, delivery, monitoring, reporting, supply, sale, prescribing, physical security, warehousing, labeling, purchase, use or abuse of any Opioid Product, or any system, plan or policy relating thereto, (ii) the characteristics, properties, efficacy, risks, or benefits of any Opioid Product, (iii) the reporting, disclosure, non-reporting or non-disclosure to federal, state or other regulators or governmental entities of orders placed with any Released Entity, (iv) diversion control programs or suspicious order monitoring; (v) the reporting, disclosure, non-reporting and/or non-disclosure to federal, state and/or other regulators of orders and/or prescriptions, theft, diversion and/or any similar conduct related to any Opioid Product; (vi) the purchasing, selling, acquiring, disposing of, importing, exporting, handling, processing, packaging, supplying, distributing, and/or converting any Opioid Product; and, (vii) controls against diversion, corresponding responsibility, and/or suspicious order monitoring related to any Opioid Product.

“Opioid Product” shall mean any chemical substance, whether natural, synthetic, or semi-synthetic, that binds or otherwise interacts with opioid receptors in the body or brain, as well as any product containing any such substance; this definition shall include but is not limited to any substance consisting of or containing buprenorphine, suboxone, naloxone, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, naloxone, naltrexone, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, or any similar substance, whether used for medicinal or non-medicinal purposes. Further, “Opioid Product” also includes and means any (1) opioid or opiate, as well as any product containing any such substance, (2) a benzodiazepine, a muscle relaxer, carisoprodol, zolpidem, or gabapentin, or (3) a combination or “cocktail” of any stimulant or other chemical substance prescribed, sold, bought, or dispensed to be used together and that includes opioids or opiates.

(c) the alleged past, present, and future financial and societal harms and related expenditures arising out of the alleged misuse and abuse of any Opioid Product or relating to any Covered Conduct, including those expenditures that have allegedly arisen as a result of the physical and bodily injuries sustained by individuals suffering from opioid-related addiction, abuse, death, and other related diseases and disorders, and that (as alleged by the Local Governments) have allegedly been caused by Publix. Sections B.1.(a) – (c) are collectively referred to as the “Released Matters.”

This is a full, final, and complete release of the Local Governments’ claims against Publix and totally and completely bars any further future claims or demands of any kind or character whatsoever as a result of or relating to the Covered Conduct.

The Local Governments further covenant not to institute, participate in (except as compelled by judicial process), or continue any proceeding, suit, or action, at law or in equity, against any Publix Released Parties over any of the Released Matters.

## 2. Remedies.

a. **No Rescission.** Notwithstanding anything to the contrary in this Agreement, no breach of this Agreement and no alleged mistake, misrepresentation, or omission will be cited as a basis for withdrawing, rescinding, excusing, or terminating any of the promises, obligations, waivers, or releases set forth in this Agreement.

b. **Breach of Covenant Not to Sue.** The Publix Released Parties shall provide the Local Government a notice of an alleged breach or inconsistency with the covenant not to sue. Following confirmed receipt of such notice, the Local Government shall be entitled to 30 days to review and/or cure said alleged inconsistency or breach. Upon the expiration of 30 days, and if the inconsistency or breach is not cured or otherwise addressed to Publix Released Parties’ reasonable satisfaction, Publix may file an appropriate action to recover for any alleged breach or inconsistency before a court or other agreed tribunal or neutral third party. Upon review by a court or other agreed tribunal or neutral third party, and a determination that an inconsistency or breach exists, Publix Released Parties would be entitled to all reasonable resulting costs and reasonable attorneys’ fees incurred in order to obtain the determine that an inconsistency or breach exists and to dispose of those improperly brought claims.

c. **Remedies Not Exclusive.** No remedy set forth in this Agreement will be construed as an exclusive remedy but will be deemed in addition to all other remedies available at law or in equity.

3. **Monies to be Paid.** Publix shall pay a total of Three Million, Eight Hundred Forty-Five Thousand, Four Hundred Ten Dollars (\$3,845,410.00) as follows:

a. **Community Contributions.** Publix shall pay community contributions to the Local Governments totaling Three Million, Seventy-Six Thousand, Three Hundred Twenty-Eight Dollars (\$3,076,328.00) ("Community Contributions").

b. **Attorney Fees and Costs.** Publix shall pay Five Hundred Thirty-Eight Thousand, Three Hundred Fifty-Seven Dollars and Forty Cents (\$538,357.40) as full payment of Napoli's attorneys' fees and costs ("Fees and Costs"). Napoli shall not seek to collect any additional amounts from the Local Governments for attorneys' fees and costs related in any way to the prosecution or resolution of their claims against Publix related to the Lawsuits.

c. **Common Benefit Fund.** Pursuant to the Ongoing Common Benefit Fund Order(s) (see Dkt. #'s 4428, 4503 and 5100 in MDL 2804), the Parties agree that the amount owed to the Common Benefit Fund as a result of this Agreement is 7.5% of \$3,076,328, or \$230,724.60 ("Common Benefit Fund Withhold"). Publix will withhold that amount and transfer it to the Common Benefit Fund Administrator. If the Court orders a different amount be transferred to the Common Benefit Fund, then (a) if the amount ordered by the Court is lower, Publix hereby consents to the Common Benefit Fund Administrator refunding any overage directly to Napoli, or (b) if the amount ordered by the Court is higher, Napoli shall be solely responsible for the underpayment and shall defend and indemnify Publix with respect to any and all claims for same.

d. **Timing.** Within 60 days after receipt of (a) all of the executed Local Government Participation Agreements called for in Section B.22 of this Agreement, and (b) necessary payment details (e.g., W-9s) for Napoli, Publix will:

- a. Deliver the Community Contributions of \$3,076,328.00 to the client or trust account of "Napoli Shkolnik" as counsel for the Local Governments; and
- b. Deliver payment of the Fees and Costs of \$538,357.40 to the firm of "Napoli Shkolnik"; and
- c. Deliver the Common Benefit Fund Withhold of \$230,724.60 and make the corresponding report required by the Ongoing Common Benefit Fund Orders.

Napoli shall not disburse any of the Community Contributions to the Local Governments until delivery to Publix of all of the as-filed dismissals required in Section B.18.

4. **Most Favored Nations.** Within 3 years (36 months) of the date of execution of this Agreement by Napoli and Publix if there is an agreement with the Plaintiff's Executive Committee of the Opioids MDL or through bankruptcy to resolve substantially All Filed Claims, that shall be known as a "Global Resolution". "All Filed Claims" are identified on Exhibit A and



refers to the cases brought by counties and municipalities which exist as of the date on which both Napoli and Publix have executed this Agreement. See Exhibit A, "All Filed Claims".

~~If the Local Governments collectively would have received more than \$3,076,328.00 applying the non-bellwether formula used by Publix and the PEC to calculate the total abatement/community contributions component due under the Global Resolution, Publix shall promptly remit to Local Governments the difference.~~

5. **Attorneys' Fees.** Except as provided in Section B.3.b. above, the Parties will bear their own attorneys' fees, expenses, and costs in connection with this Agreement and the Lawsuits. Notwithstanding the foregoing, in the event of an action by any Party to enforce the terms of this Agreement or of a Local Government Participation Agreement, the prevailing party will be entitled to recover its costs and reasonable attorneys' fees as part of any judgment or disposition of such action, whether or not pleaded as a separate prayer for relief, claim, or cause of action.

6. **Publix's Release & Covenant Not to Sue.** Publix Released Parties forever release and discharge the Local Governments (including past, present, and future agencies, authorities, boards, commissions, councils, departments, districts, divisions, offices, predecessors, successors, assigns, officials (elected or unelected), employees, attorneys, agents, representatives, and any other persons or entities within control of any of the foregoing or through which any of the foregoing may take action or on whose behalf they have the right to give the releases set forth in this Settlement Agreement) (collectively, the "Local Governments Released Parties") from any and all claims regarding the decision to or bringing of the Lawsuits.

7. **Scope of Engagements.** Counsel for the Local Governments represent and agree that the Local Governments are the only clients that they represent who allege any cause of action, nuisance, injury (economic or otherwise) arising from or relating to the Released Matters, irrespective of whether such clients have filed any legal action. Publix and counsel for the Local Governments agree that while nothing in this Agreement is intended to operate as a restriction on the right of counsel to practice law within the meaning of all relevant and applicable rules of professional conduct, or any other relevant and applicable statutes, ethical rules or legal requirements, counsel for the Local Governments represent that they have no present intent to (i) solicit, represent, or file or assert any claim on behalf of any clients not a party hereto for the purpose of bringing claims against the Publix Released Parties on behalf of governmental entity or political subdivision relating to any Covered Conduct by Publix, or (ii) acquire or receive a financial interest in any such claims.

#### 8. **Parties' Warranties and Representations**

a. The persons executing this Agreement on behalf of the Parties and the persons executing the Local Government Participation Agreements are 18 years of age or older, of sound mind, laboring under no disabilities, and are legally competent and authorized to execute this Agreement/the Local Government Participation Agreement;

b. The persons executing this Agreement and the persons executing Local Government Participation Agreements are entitled to make the releases herein, and the Parties and Local Governments have not assigned or otherwise transferred to any person or entity any matter

released by this Agreement;

c. The Parties are relying upon, and have been induced by, only the representations, covenants, and warranties contained in this Agreement;

d. The Parties have relied and are relying solely upon the advice of their own attorneys and their own judgment, belief, and knowledge of the legal nature, extents, and effects and consequences of this Agreement and the Local Government Participation Agreement;

e. No promise, inducement, or agreement not herein expressed has been made by any of the Parties, their representatives, or counsel; and

f. It is understood and agreed by the Parties that this resolution is a compromise of disputed claims, and that the release and payment herein (or any other good and valuable consideration) are not to be construed as an admission of wrongdoing or liability on the part of Publix, and that any such wrongdoing or liability is expressly and unequivocally denied by Publix.

9. **Notices.** All notices sent pursuant to this Agreement or by law shall, unless otherwise provided in this Agreement, be in writing, shall be personally delivered or sent by reputable overnight courier (such as FedEx), addressed to the Parties and/or the Local Governments as set forth below, and with a copy by email to counsel for the Parties/Local Governments:

If to Publix: Merriann Metz at Merriann.Metz@publix.com.

If to Napoli and/or the Local Governments: Hunter J. Shkolnik at Hunter@nsprlaw.com.

Each notice, demand, request, or other communication shall be deemed given two (2) business days after deposit with an overnight delivery service or on the date of delivery if sent by messenger against receipt or on the date of delivery if sent via email. Any notice which is refused or returned as undeliverable when properly addressed, shall be deemed received in accordance with the previous sentence. Notice of change of address shall be given in written notice in the manner detailed in this subsection.

If to Publix:

Publix Super Markets, Inc.  
3300 Publix Corporate  
Lakeland, Florida, 33811-3311  
Attn: General Counsel

If to Napoli and/or the Local Governments:

Hunter J. Shkolnik, Esq.  
NSPR Law Services, LLP  
1302 Avenida Ponce de León

10. **Severability of Clauses.** If any sentence, phrase, provision, portion, or clause of this Agreement should at any time be declared or adjudged invalid, unlawful, unconstitutional, or unenforceable for any reason, said adjudication or declaration shall in no manner or way affect the other sentences, phrases, provisions, portions, or clauses of this Agreement, and all remaining portions shall remain in full force and effect as if the portion adjudged or declared invalid was not originally a part thereof.

11. **Counterparts.** A facsimile signature or signatures transmitted in PDF by electronic email will be binding and enforceable to the same extent as an original signature. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. When each Party has signed and delivered at least one (1) such counterpart to the other Party, each counterpart shall be deemed an original and taken together shall constitute one and the same agreement that shall be binding and effective as to all Parties. The Agreement will not be considered fully executed unless and until it has been executed by all Parties and the Local Governments have executed the Participation Agreements.

12. **Entire Agreement; Successors in Interest; No Third-Party Beneficiaries; Final and Conclusive Agreement.** This Agreement contains the entire agreement among the Parties and participating Local Governments with regard to the matters set forth herein. By executing this Agreement, the Parties represent that they have not received and have not relied upon any statement, representation, promise or omission by any other Party, nor relied upon any assumption caused by any other person, including any statements, representations, promises, omissions or assumptions that were made or arose in the course of their discussions or in negotiating this Agreement. The Parties understand that they are adversaries to a dispute, that any such reliance would not be reasonable, that they are foregoing their opportunity to take discovery as a part of any lawsuit, and that they are compromising and releasing claims without information that might have been discoverable in such a proceeding. The Agreement will be binding upon and inure to the benefit of the Parties hereto and participating Local Governments and the successors and assigns of each. Other than as expressly stated in this Agreement, this Agreement is not intended to create any rights in third parties or any third-party beneficiaries other than persons for whom a direct benefit is specifically provided for hereunder. The Parties and participating Local Governments acknowledge that they have been represented in the negotiations for, and in preparation of, this Agreement by counsel of their choice, that they have read this Agreement and have had it fully explained to them by such counsel, and that they are fully aware of the contents of this Agreement and of the legal effect of each and every provision thereof. Each Party and participating Local Government has made such investigation of the facts pertaining to this Agreement and of all of the matters pertaining thereto as it deems necessary.

13. **Governing Law & Choice of Forum.** The Parties agree that the laws of the State of Florida will govern the validity and interpretation of this Agreement and that jurisdiction and/or venue of any action involving the validity, interpretation, or enforcement of this Agreement or any of its terms, provisions or obligations or claiming breach thereof, will exist exclusively in the state or federal courts having jurisdiction in and over Lakeland, Florida. The aforementioned choice of



venue is intended by the Parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation involving the Parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each Party hereby waives any right it may have to assert the doctrine of forum non-conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with, this paragraph, and stipulates that the state or federal courts having jurisdiction in and over Lakeland, Florida, *shall* have in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement. The Parties hereby submit to the jurisdiction and venue of such courts and waive any right to challenge or otherwise object to personal jurisdiction or venue in any action commenced or maintained in such courts.

14. **Construction.** The Parties agree that the terms and conditions of this Agreement are the result of the joint drafting among the Parties, and/or their counsel, and no law or rule requiring the interpretation of uncertainties against a drafting party will apply.

15. **Modification.** This Agreement may not be changed, altered, or modified except in writing signed by all Parties to this Agreement. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties to this Agreement.

16. **Survival of Representations and Warranties.** All representations and warranties set forth in this Agreement will be deemed continuing and shall survive the Effective Date.

17. **Additional Documents.** All Parties to this Agreement agree to cooperate fully and execute and deliver any and all supplementary documents, to provide all information, and to take and refrain from taking any and all additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

18. **Dismissal With Prejudice.** Within 10 business days of receipt by Napoli of the monies as provided in Section B.3., the Local Governments will file the necessary paperwork upon approval of the Parties to dismiss Publix with prejudice from all of the filed Lawsuits.

19. **Headings.** Headings are for convenience only and are not part of the Agreement and shall not be used in construing this Agreement.

20. **Recitals.** The Recitals above are adopted and incorporated in this Agreement as if stated verbatim here.

21. **Confidentiality and Non-Disclosure.** The Parties agree that the following provisions are material to this Agreement.

- a. The Local Governments and their counsel agree that they will not disclose, publish, publicize, disseminate, or otherwise communicate to any individual or entity any term, condition, or provision of this Agreement, including dollar amounts set forth in Section B.3., except as is required by law, including under the Florida, Georgia or Alabama, sunshine, open records or open meeting acts.

- b. The confidentiality provisions in this Agreement do not prohibit or restrict the Local Governments from making such disclosures as are required by law, including under the Florida, Georgia or Alabama open records or open meeting acts, nor does this Section prohibit disclosures or communications to governmental agencies or entities, courts, tax advisors, attorneys, insurers, reinsurers, or accountants who require such information.
- c. In the event that, pursuant to a valid subpoena, court order, or other valid legal process in any litigation, the Local Government's attendance, testimony, or production of documents is commanded or required which would require disclosure of the Agreement and/or any of its terms, conditions, or monetary consideration, unless prohibited or restricted by applicable law or court order, the Local Governments will promptly provide Publix with written notice for the purpose of determining whether to intervene in order to maintain the confidentiality of the information, and shall exercise reasonable efforts to attempt to maintain the confidentiality of this Agreement.
- d. The Local Governments and their employees, attorneys, agents, and any other representatives covenant and agree that, except as is required by law, including under the Florida, Georgia or Alabama open records or open meeting acts, they will not disclose or reveal to any person, corporation, newspaper, radio station, television station, or any other entity whatsoever, nor will they directly or indirectly, cause to be disclosed, revealed, published, publicized, disseminated, or communicated, to any person, corporation, media outlet or entity, any information whatsoever concerning the terms, methodologies, computations, or conditions of this Agreement, including the amounts in Section B.3.
- e. An established material breach of this Section by Napoli will entitle Publix to recover liquidated damages of Twenty-Five Thousand Dollars (\$25,000.00).

22. **Local Government Participation.** Each Local Government shall enter into a Local Government Participation Agreement substantially in the form of Exhibit B attached hereto. ~~The Local Government Participation Agreement requires the Local Government to acknowledge and agree to be bound by all terms and conditions of this Agreement applicable to Local Governments.~~ Unless otherwise agreed to in a written amendment signed by an authorized representative of each of Publix and Napoli, Publix shall have the option to declare this Agreement void and of no further effect, and Publix will have no obligations whatsoever under this Agreement to Napoli or any of the Local Governments, if fewer than all of the Local Governments execute a Local Government Participation Agreement. If fewer than all of the Local Governments execute the Local Government Participation Agreement, and Publix opts not to declare this Agreement void, the Parties will work together to reduce the payment amounts in Section 3 and the related Most Favored Nations total in Section 4 in amounts corresponding to the resolution amounts attributable to the non-participating Local Governments.

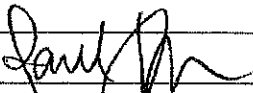
**Publix Super Markets, Inc.**

By: \_\_\_\_\_

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

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

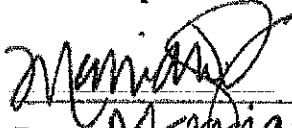
**Napoli Shkolnik PLLC**

By:  \_\_\_\_\_

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

Date: 10/5/2024 \_\_\_\_\_

**Publix Super Markets, Inc.**



By: Merriann Metz  
Title: SVP General Counsel  
Date: Oct. 7, 2024

**Napoli Shkolnik PLLC**

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Rockdale County, Georgia Participation Agreement and Mutual Release with Publix**

|  |                       |
|--|-----------------------|
| Local Government: <b>Rockdale County</b> | State: <b>Georgia</b> |
| Authorized Official Name and Title:      |                       |
| Address 1:                               |                       |
| Address 2:                               |                       |
| City, State, Zip:                        |                       |
| Phone:                                   |                       |
| Email:                                   |                       |

Rockdale County, Georgia, in order to obtain and in consideration for the benefits provided to it as a Local Government pursuant to the *Confidential Agreement to Dismiss and Release Claims* dated October 5 and 7, 2024 ("*Publix Agreement*"), and acting through the undersigned authorized official, hereby elects to participate in the Publix Agreement, release all Released Matters against the Publix Released Parties, and agrees as follows.

1. Rockdale is aware of and has reviewed the Publix Agreement, understands that all terms in this Government Participation Agreement have the meanings defined therein, and agrees that by executing this Agreement, Rockdale elects to participate in the Publix Agreement.
2. Rockdale shall promptly, and in any event no later than 10 business days after the receipt by Napoli Shkolnik PLLC of the monies provided in the Publix Agreement, file the necessary paperwork, upon approval of the parties, to dismiss Publix with prejudice from the filed lawsuits, if any, related to the Released Matters.
3. Further in consideration of the promises made in the Publix Agreement, Rockdale and Publix also mutually agree to (1) dismiss with prejudice *Publix Super Markets, Inc. v. Rockdale County, Georgia*, Superior Court of Rockdale County, Georgia, Case No. 2023-CV-2360, including *Publix Super Markets, Inc. v. Rockdale County, Georgia*, Court of Appeals, State of Georgia, Appeal No. A24A1391 (collectively, the "Rockdale Case"), and (2) the release and discharge of all claims, actions, and other relief asserted (or could have been asserted) in the Rockdale Case, including any requests for attorneys' fees or litigation costs under O.C.G.A. § 9-11-11.1 or other law.
4. By agreeing to the terms of the Publix Agreement, Rockdale is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. Nothing herein is intended to modify in any way the terms of the Publix Agreement to which the Rockdale hereby agrees. To the extent this Agreement is interpreted differently from the Publix Agreement in any respect, the Publix Agreement controls.

Rockdale made all necessary approvals and I have all necessary power and authorization to execute this Agreement on behalf of Rockdale.

|  |  |
|--|--|
| Rockdale Signature:<br>X<br><i>Osborn Webbitt, Sr., Chairman</i> | Publix Signature as to Paragraph 3:<br>..... |
| Date:  | Date:  |

**ATTEST:**

\_\_\_\_\_  
Jennifer O. Rutledge, County Clerk

Approved as to form

\_\_\_\_\_  
M. Qader A. Balg, County Attorney