

AGREEMENT

This Agreement (“Agreement”) is entered into by and between Publix Super Markets, Inc., a Florida corporation (“Publix”), and Broward County (“County”), a political subdivision of the State of Florida. Publix and the County are each referred to in this Agreement as a “Party” and collectively as the “Parties.”

A. Recitals

1. On March 12, 2018, County filed an action against Purdue Pharma L.P. (and others) in the United States District Court for the Southern District of Florida, which was subsequently transferred by the Judicial Panel on Multidistrict Litigation to the Northern District of Ohio, Eastern Division (*Broward County, Florida v. Purdue Pharma L.P., et al.*, Case No. 1:18-op-45332-DAP), asserting various causes of action, including claims arising from and relating to the manufacturing, marketing, advertising, distribution, selling, and dispensing of opioid medications, including the filling of prescriptions for opioid medications (the “Lawsuit”). County later filed a motion to amend the Lawsuit to add Publix as one of the many defendants, which Publix opposed (the “Proposed Amendment”). The Proposed Amendment remains pending for the MDL court’s consideration.

2. Among other claims, the Proposed Amendment seeks to assert a claim for public nuisance brought on behalf of County’s residents and based on Publix’s alleged acts or omissions both within and outside of the territorial jurisdiction of the County (the “Publix Nuisance Claim”).

3. Publix (i) denies any wrongdoing relating to the allegations and claims concerning it in the Proposed Amendment (and the Lawsuit) 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 County or its residents.

4. To avoid the expense and uncertainty of litigation, including the interruptions caused by such potential protracted litigation, County and Publix have engaged in efforts to resolve the Lawsuit and the Proposed Amendment as they concern Publix and the Publix Nuisance Claim.

5. 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. This Agreement will take effect upon the date of the last Party’s signature hereto and upon the full execution and delivery of the County Counsel Agreement (the “Effective Date”).

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 Community Contribution Funds, as provided in Section B(3) of this Agreement below, County (including its respective departments, agencies, divisions, boards, commissions, officers, commissioners, and any other persons or entities within the 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 Agreement) forever releases and discharges the Publix Released Parties for and from the Released Matters.

The “Publix Released Parties” are Publix and its direct and indirect companies, parent companies, subsidiaries, and affiliates, as well as the present, future, and former partners, members, shareholders, officers, directors, employees, agents, representatives, attorneys, predecessors, successors, insurers, and assigns of each and every one of the foregoing.

The “Released Matters” are:

- (a) The Parties expressly understand that the only claims released herein are those relating to injuries to County, and that the Released Claims do not extend to Claims for harms beyond these jurisdictional limits or to Claims that are outside the scope of County to bring or release, including, but not limited to, such as contract disputes, tax claims, criminal claims, or individual personal injury claims.
- (b) any and all claims asserted or that could have been asserted against Publix in the Lawsuit, for various causes of action arising from and relating to the manufacturing, marketing, advertising, distribution, selling, and dispensing of opioid medications, including the filling of prescriptions for opioid medications, and such other actions and claims as were alleged in the Proposed Amendment.
- (c) any act, failure to act, statement, error, omission, violation of any law, statute, regulation, ordinance, breach of duty, negligence, misstatement,

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past, present, or future causes of action, claims for relief, crossclaims or counterclaims, theories of liability, demands, derivative claims, requests, assessments, charges, covenants, damages, debts, liens, losses, penalties, judgments, rights, obligations, disputes, suits, contracts, controversies, agreements, parens patriae claims, promises, performances, warranties, omissions, or grievances of any nature whatsoever, whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local statute, regulation, guidance, ordinance, common law, or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or that may hereafter accrue, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including, but not limited to, any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, abatement, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorneys' fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever against the Publix Released Parties (and any past, present or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity), arising from or relating in any way to the Covered Conduct.

“Covered Conduct” means, from the beginning of time through the Effective Date, any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, service, work, misstatement, misleading statement, or other activity of any kind whatsoever, arising from or relating in any way to:

- (i) distribution, dispensing, delivery, monitoring, reporting, supply, sale, prescribing, physical security, warehousing, handling, coverage, purchases, reimbursement, discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, loss, theft, or diversion related to any Product.

“Product” means any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is: an opioid or

opiate, as well as any product containing any such substance. It also includes: (1) the following when prescribed, sold, bought, dispensed, received, or used in combination with or in temporal proximity of opioids or opiates: benzodiazepine, baclofen, Lioresal, Ozobax, Gablofen, Fleqsuvy, carisoprodol, Soma, Soma Compound, Soma Compound w/Codeine, Vanadom, chlorzoxazone, Lorzone, Parafon Forte, cyclobenzaprine, Flexeril, Fexmid, Amrix, Tonmya, dantrolene, Dantrium, metaxalone, Skelaxin, methocarbamol, Robaxin, Tanlor, orphenadrine, Norflex, Norgesic, tizanidine, Zanaflex, Ontralfy, zolpidem, gabapentin, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triazolam, temazepam, midazolam; and (2) a combination or “cocktail” of any stimulant or other chemical substance prescribed, sold, bought, dispensed, received, or used together or in proximity of one another that includes opioids or opiates. For the avoidance of doubt, “Product” does not include benzodiazepine, carisoprodol, zolpidem, or gabapentin when used in isolation and not in combination with or proximity of opioids or opiates;

- (ii) orders, prescriptions, formularies, guidelines, payments and/or rebates for any Product; policies, practices and/or operating procedures, statements, contracts, commercial arrangements, insurance, claim and/or benefit administration, claim adjudication, plan design, data and/or sales thereof relating to any Product; and/or any system, plan, policy and/or advocacy relating to any Product, including, but not limited to, unbranded promotion, marketing, programs, and/or campaigns related to any Product and/or class of Product;
- (iii) the characteristics, properties, risks and/or benefits of any Product;
- (iv) the reporting, disclosure, non-reporting and/or non-disclosure to federal, state and/or other regulators of orders and/or prescriptions, theft, loss, diversion and/or any similar conduct related to any Product;
- (v) the purchasing, selling, acquiring, disposing of, importing, exporting, handling, processing, packaging, supplying, distributing, and/or converting any Product; or
- (vi) controls or lack of controls against diversion, corresponding

responsibility, and/or suspicious order monitoring related to any Product.

- (d) And the alleged past, present, and future financial and societal harms and related expenditures arising out of the 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 County) have allegedly been caused by Publix, including, but not limited to, all harms allegedly flowing from the activities described in Sub-Sections B(1)(b),(c) and B(1)(c)(i)-(vi).

This release is broad and shall be interpreted so as to give the Publix Released Parties the broadest possible bar against any liability relating in any way to any of the Released Matters as to County only. This Agreement shall be a complete bar to any of the Released Matters, including the matters alleged in the Proposed Amendment. The Parties agree this release is intended to cover and to resolve any and all claims and any and all liability of Publix associated with the public nuisance and harm resulting therefrom alleged under the Public Nuisance Claim to have been caused or contributed to by Publix with respect to County including, without limitation, claims for and liability associated with abatement of same.

County further covenants not to institute, participate in (except as compelled by judicial process), or continue any proceeding, suit, or action, at law or in equity, and including any administrative action, against any Publix Released Parties over any of the Released Matters.

Upon the Effective Date, Publix shall be deemed to have fully, finally, and forever released, relinquished, and discharged County of all claims, including unknown claims, based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Lawsuit and the Proposed Amendment, except for enforcement of the Settlement Agreement. Any other claims or defenses Publix may have against County, including, without limitation, any claims based upon or arising out of any contractual, employment, or other business relationship with County that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Lawsuit and the Proposed Amendment are specifically preserved and shall not be affected by the preceding sentence.

“County Counsel” means: Kopelowitz Ostrow Ferguson Weiselberg Gilbert, P.A.; Lief Cabraser Hermann & Bernstein LLP; Morgan & Morgan, P.A.; Osborne, Francis & Pettis PLLC; and Robbins Geller Rudman & Dowd LLP.

2. **Remedies.**

- a. **No rescission.** No breach of this Agreement and no alleged mistake,

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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 commencement or continuation of any action or proceeding, or portion of an action or proceeding, that is inconsistent with the release and covenant not to sue will be deemed a breach of this Agreement, for which Publix Released Parties will be entitled to recovery of all resulting costs and reasonable attorneys’ fees as part of any judgment or disposition of such action, whether or not asserted in the form of a counterclaim or separate prayer for relief, and without limitation of any other available damages and remedies. The Parties acknowledge that breach of the above covenant not to sue would cause immediate and irreparable harm for which money damages would be inadequate. In the event of such breach, County agrees that such covenant not to sue may be enforced by specific performance and injunctive relief without proof of actual injury.

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. **Community Contribution Funds.** In connection with this Agreement, Publix will pay a total of Six Hundred Eight Thousand Dollars (\$608,000.00) (“Community Contribution Funds”), which will be paid as follows:

a. **Community Contributions.** Publix will pay community contributions to County in the amount of \$516,800.00 (“Community Contributions”). The Community Contributions will be (i) made payable to “Broward County, Florida”; (ii) delivered within 60 days of the Effective Date, withdrawal of the Proposed Amendment (as it concerns Publix), or Publix’s receipt of necessary documentation (*i.e.*, satisfactory, completed W-9), whichever is latest; and (iii) delivered to the following:

Stephen Farmer, Acting Chief Financial Officer
Broward County Board of County Commissioners
115 South Andrews Avenue, Suite 409
Fort Lauderdale, FL 33301

b. **Attorneys’ Fees and Costs.** In addition to the Common Benefit payment addressed in B(3)(c) below, Publix will pay \$45,600 in satisfaction of County Counsel’s fees and costs associated with the Lawsuit, the Proposed Amendment, this Agreement, and the Released Matters. Neither County nor County Counsel will seek to collect any additional amounts for attorneys’ fees or costs from Publix related in any way to the prosecution or resolution of County’s claims against Publix concerning the Lawsuit, the Proposed Amendment, this Agreement, or the Released Matters.

c. **Common Benefit Fund.** Pursuant to the Ongoing Common Benefit Fund Order(s), *see In re: National Prescription Opiate Litigation*, Case No. 1:17-md-2804, N.D. Ohio (ECF Nos. 4428, 4503, and 5100), the amount to be paid to the Common Benefit Fund is \$45,600 (“Common Benefit Fund Withhold”). Publix will withhold and transfer the Common Benefit Fund Withhold to the Common Benefit Fund Administrator. If the Court orders a different amount to 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 County Counsel; or (b) if the amount ordered by the Court is higher, County Counsel shall be solely responsible for the underpayment and shall defend, indemnify, and hold harmless Publix with respect to any and all claims for same.

4. **Attorneys’ Fees and Costs.** The Parties will bear their own attorneys’ fees, expenses, and costs in connection with this Agreement, the Lawsuit, the Proposed Amendment, and the Released Matters, including, without limitation and subject to the Common Benefit Fund Withhold identified in Section B(3)(c) above, any amounts required to be paid pursuant to the direction of the courts overseeing the Lawsuit and/or any participation agreement as referenced in the Ongoing Common Benefit Fund Order or any co-counsel arrangement otherwise entered into by County and/or County Counsel. Notwithstanding the foregoing, in the event of an action by any Party to enforce the terms of this 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.

5. **Parties’ Warranties and Representations**

a. The persons executing this Agreement on behalf of the Parties are 18 years of age or older, of sound mind, laboring under no disabilities, and are legally competent and authorized to execute this Agreement and bind their respective Party to its commitments and undertakings in this Agreement;

b. The persons executing this Agreement are entitled to make the releases herein, and the Parties have not assigned or otherwise transferred to any person or entity any matter released by this Agreement;

c. County, and each person signing on its behalf, represents and warrants that County has complied with all laws, ordinances, regulations, and procedures, and otherwise has taken all action necessary to approve this Agreement and make it a binding commitment of County;

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

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e. 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;

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

g. It is understood and agreed by the Parties that this resolution is a compromise of disputed claims, and that the releases and payments 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; and

h. This Agreement will have no force or effect until the Effective Date.

6. **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 as set forth below, and with a copy by email to counsel for the Parties:

If to Publix:

Michael Kohler at michael.kohler@millermartin.com

If to County:

Andrew J. Meyers at AMeyers@broward.org

Each notice, demand, request, or other communication shall be deemed served 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 Parkway
Lakeland, Florida, 33811-3311
Attn: General Counsel

If to County:

Broward County Attorney's Office
115 S. Andrews Avenue, Suite 423
Fort Lauderdale, FL 33301
Att: Andrew J. Meyers, County Attorney

7. **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.

8. **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.

9. **Entire Agreement; Successors in Interest; No Third-Party Beneficiaries; Final and Conclusive Agreement.** This Agreement contains the entire agreement between the Parties 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 the 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 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 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 has made such investigation of the facts pertaining to this Agreement and of all of the matters pertaining

thereto as it deems necessary.

10. **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 Broward County, 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 between 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 Broward County, Florida, *shall* have in personam jurisdiction and venue over each of them solely 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.

11. **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.

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

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

14. **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.

15. **Withdrawal of Proposed Amendment.** Within 10 business days of the Effective Date, County will file the necessary paperwork to withdraw the Proposed Amendment as it concerns Publix.

16. **Headings.** Headings are for convenience only and are not part of the Agreement

and shall not be used in construing this Agreement.

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

18. **Publicity.** The Parties agree that the following provisions are material to this Agreement.

a. County and County 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 the dollar amounts set forth in Section B(3) above, except as is required by law, including under Florida’s Sunshine and Public Records laws.

b. This Agreement does not prohibit or restrict County from making such disclosures as are required by law or a court order.

c. In the event that, pursuant to a valid subpoena, court order, or other valid legal process in any litigation, County’s attendance, testimony, or production of documents is commanded or required, which would require disclosure of this Agreement and/or any of its terms, conditions, or monetary consideration, unless prohibited or restricted by applicable law or court order, County will promptly provide Publix with written notice for the purpose of determining whether to intervene in order to protect the disclosure of such information, and shall exercise reasonable efforts to attempt to prevent the unauthorized disclosure of such information.

d. County and their employees, attorneys (e.g., County Counsel), agents, and any other representatives covenant and agree that, except as is required by law, including under Florida’s Sunshine and Public Records laws, 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) above.

[SIGNATURE FOLLOW ON THE NEXT PAGE]

Publix _____

County _____

**AGREEMENT BETWEEN BROWARD COUNTY AND
PUBLIX SUPER MARKETS, INC.**

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement:
BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and
through its County Administrator, authorized to execute same by Board action, on the
___ day of _____, 2026, and Publix Super Markets, Inc. through its _____,
duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By: _____
Monica Cepero,
County Administrator

___ day of _____, 2026

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By: _____
Danielle French (Date)
Deputy County Attorney

**AGREEMENT BETWEEN BROWARD COUNTY AND
PUBLIX SUPER MARKETS, INC.**

PUBLIX SUPER MARKETS, INC.

By: _____
Authorized Signer

Print Name and Title

_____ day of _____, 2026