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The Honorable Nelson K. H. Lee

**STATE OF WASHINGTON  
KING COUNTY SUPERIOR COURT**

STATE OF WASHINGTON,

NO. 23-2-24891-1 SEA

Plaintiff,

CONSENT JUDGMENT

v.

WALMART INC.,

Defendant.

**FINAL CONSENT JUDGMENT AND DISMISSAL WITH PREJUDICE**

The State of Washington (State) and Walmart Inc. (Walmart) (together with the State, the Parties, and each a Party) have entered into a consensual resolution of the above-captioned litigation (Action) pursuant to a settlement agreement dated as of November 14, 2022 (as subsequently updated) (Agreement), a copy of which is attached hereto as Exhibit A. The Agreement shall become effective by its terms upon the entry of this Final Consent Judgment (Consent Judgment) by the Court without trial or adjudication of any contested issue of fact or law, and without finding or admission of wrongdoing or liability of any kind.

**I. RECITALS**

1. Each Party warrants and represents that it engaged in arm's-length negotiations in good faith. In hereby executing the Agreement, the Parties intend to effect a good-faith settlement.

1           2.     The State, acting through its Attorney General, has determined that the  
2 Agreement and entry of this Consent Judgment is in the public interest.

3           3.     Walmart is entering into this Consent Judgment solely for the purpose of  
4 settlement, and nothing contained herein may be taken as or construed to be an admission or  
5 concession of any violation of law, rule, regulation, or ordinance, or of any other matter of fact  
6 or law, or of any fault, liability, or wrongdoing, all of which Walmart denies. Walmart denies  
7 the allegations against it and denies that it has any liability whatsoever to the State, its  
8 Subdivisions, and/or (a) any of the State's or its Subdivisions' departments, agencies, divisions,  
9 boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys,  
10 including its Attorney General, and any person in his or her official capacity whether elected or  
11 appointed to serve any of the foregoing and any agency, person, or other entity claiming by or  
12 through any of the foregoing, (b) any public entities, public instrumentalities, public educational  
13 institutions, unincorporated districts, fire districts, irrigation districts, water districts, law  
14 enforcement districts, emergency services districts, school districts, hospital districts and other  
15 Special Districts in the State, and (c) any person or entity acting in a *parens patriae*, sovereign,  
16 quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief on  
17 behalf of or generally applicable to the general public, and (d) any other person or entity alleging  
18 harm or damages related to prescription opioids.

19           4.     The Parties recognize that the outcome of the Action is uncertain and a final  
20 resolution through the adversarial process likely will require protracted litigation.

21           5.     The Parties agree to the entry of the injunctive relief terms attached as Exhibit P  
22 to the Agreement.

23           6.     Therefore, without any admission of liability or wrongdoing by Walmart or any  
24 other Released Entities (as defined in the Agreement), and without this Consent Judgment  
25 constituting evidence against or admission by anyone with respect to any issue of fact or law,  
26 the Parties now mutually consent to the entry of this Consent Judgment and agree to dismissal

1 of the claims with prejudice pursuant to the terms of the Agreement to avoid the delay, expense,  
2 inconvenience, and uncertainty of protracted litigation.

3 **NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED**  
4 **THAT:**

5 In consideration of the mutual promises, terms, and conditions set forth in the Agreement,  
6 the adequacy of which is hereby acknowledged by all Parties, it is agreed by and between  
7 Walmart and the State, and adjudicated by the Court, as follows:

8 7. The foregoing Recitals are incorporated herein and constitute an express term of  
9 this Consent Judgment.

10 8. The Parties have entered into a full and final settlement of all Released Claims of  
11 Releasers (including but not limited to the State) against Walmart and the Released Entities  
12 pursuant to the terms and conditions set forth in the Agreement. This Consent Judgment  
13 summarizes and gives effect to those terms. In the event of a conflict between the terms of the  
14 Agreement (including its exhibits) and language in this Consent Judgment, the terms of the  
15 Agreement shall govern. Nothing in this Consent Judgment shall have the effect of expanding,  
16 diminishing, explaining, or otherwise modifying any term of the Agreement.

17 9. The "Definitions" set forth in Section I of the Agreement are incorporated by  
18 reference into this Consent Judgment. The State is a "Settling State" within the meaning of the  
19 Agreement. Unless otherwise defined herein, capitalized terms in this Consent Judgment shall  
20 have the same meaning given to them in the Agreement.

21 10. The Parties agree that the Court has jurisdiction over the subject matter of the  
22 Action and over the Parties with respect to the Action and this Consent Judgment. This Consent  
23 Judgment shall not constitute and shall not be construed or used as a waiver of any jurisdictional  
24 defense Walmart or any other Released Entity may raise in any other proceeding.

25 11. The Court finds that the Agreement was entered into in good faith.  
26

1           12.     The Court finds that entry of this Judgment is in the public interest and reflects a  
2 negotiated settlement agreed to by the Parties. The State's claims against Walmart are hereby  
3 DISMISSED WITH PREJUDICE, subject to a retention of jurisdiction by the Court as provided  
4 herein and in the Agreement.

5           13.     By this Judgment, the Agreement is hereby approved by the Court, and the Court  
6 hereby adopts the Agreement's terms as its own determination of this matter and the Parties'  
7 respective rights and obligations.

8           14.     The Court shall have authority to resolve disputes identified in Section VI.F.2 of  
9 the Agreement, governed by the rules and procedures of the Court.

10          15.     By this Consent Judgment, the Walmart Global Opioid Settlement Agreement, a  
11 copy of which is attached hereto as Exhibit B and as incorporated into the Agreement pursuant  
12 to Exhibit O of the Agreement, is hereby approved by the Court as the means by which relevant  
13 funds paid pursuant to the Agreement will be divided within the State, provided that any  
14 Subdivision receiving such funds has executed a Subdivision Participation Form accepting the  
15 terms of the Agreement, including the releases provided therein.

16          16.     The Parties have satisfied the Condition to Effectiveness of Agreement set forth  
17 in Section II.C of the Agreement and the Release set forth in Sections X.A and G of the  
18 Agreement, as follows:

- 19           a.     The Attorney General of the State exercised the fullest extent of his or her  
20 powers to release Walmart and all other Released Entities from all  
21 Released Claims pursuant to the release attached hereto as Exhibit C  
22 (AG Release).
- 23           b.     The State Participation Threshold was met by the State Participation Date,  
24 and the Subdivision Participation Thresholds were met by the Threshold  
25 Subdivision Participation Date.  
26

1 c. The Subdivision Participation Form for each Participating Subdivision in  
2 the State that has joined to date has been made available to Walmart. As  
3 stated in the Subdivision Participation Form, and for the avoidance of  
4 doubt, nothing in the Subdivision Participation Form executed by the  
5 Participating Subdivisions is intended to modify in any way the terms of  
6 the Agreement to which the Participating Subdivisions agree. As stated in  
7 the Subdivision Participation Form, to the extent the terms of the executed  
8 version of the Subdivision Participation Form differ from the terms of the  
9 Agreement in any respect, the terms of the Agreement controls.

10 d. Pursuant to Section II.D of the Agreement and Paragraph 2 of the  
11 Subdivision Participation Form, each Litigating Subdivision in the State  
12 that has become a Participating Subdivision is dismissing with prejudice  
13 any Released Claims that it has filed against Walmart or any of the  
14 Released Entities.

15 17. Release. The Parties acknowledge that the release provisions in Section X of the  
16 Agreement and the AG Release, which are incorporated by reference herein, are an integral part  
17 of this Consent Judgment. Pursuant to the Agreement and the AG Release and without limitation  
18 and to the maximum extent of the power of the State's Attorney General, Walmart and the other  
19 Released Entities are, as of the Effective Date, hereby released from any and all Released Claims  
20 of (a) the State and its Participating Subdivisions and any of their departments, agencies,  
21 divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and  
22 attorneys, including the State's Attorney General, and any person in his or her official capacity  
23 whether elected or appointed to serve any of the foregoing, and any agency, person, or other  
24 entity claiming by or through any of the foregoing, (b) any public entities, public  
25 instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation  
26 districts, water districts, law enforcement districts, emergency services districts, school districts,

1 hospital districts, and other Special Districts in the State, and (c) any person or entity acting in a  
2 *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other  
3 capacity seeking relief on behalf of or generally applicable to the general public with respect to  
4 the State or any Subdivision in the State, whether or not any of them participate in the  
5 Agreement. Pursuant to the Agreement and the AG Release and to the maximum extent of the  
6 State's power, Walmart and the other Released Entities are, as of the Threshold Subdivision  
7 Participation Date, hereby released from any and all Released Claims of (1) the State, (2) all past  
8 and present executive departments, state agencies, divisions, boards, commissions and  
9 instrumentalities with the regulatory authority to enforce state and federal controlled substances  
10 acts, and (3) any of the State's past and present executive departments, agencies, divisions,  
11 boards, commissions and instrumentalities that have the authority to bring Claims related to  
12 Alleged Harms and/or Covered Conduct seeking money (including abatement and/or  
13 remediation) or revocation of a pharmaceutical distribution or dispensing license. For the  
14 purposes of clause (3) above, executive departments, agencies, divisions, boards, commissions,  
15 and instrumentalities are those that are under the executive authority or direct control of the  
16 State's Governor. Further, the provisions set forth in Section X of the Agreement are  
17 incorporated by reference into this Consent Judgment as if fully set forth herein. The Parties  
18 acknowledge, and the Court finds, that those provisions are an integral part of the Agreement  
19 and this Consent Judgment, and shall govern the rights and obligations of all participants in the  
20 settlement, including without limitation the State, Walmart and the Released Entities.

21 18. Release of Unknown Claims. The State (for itself and its Releasers) expressly  
22 waive, release, and forever discharge any and all provisions, rights, and benefits conferred by  
23 any law of any state or territory of the United States or other jurisdiction, or principle of common  
24 law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which  
25 reads:  
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1       **General Release; extent.** A general release does not extend to claims that the  
2 creditor or releasing party does not know or suspect to exist in his or her favor at  
3 the time of executing the release that, if known by him or her, would have  
4 materially affected his or her settlement with the debtor or released party.

5       19.     The State may hereafter discover facts other than or different from those which it  
6 knows, believes, or assumes to be true with respect to the Released Claims, but the State (for  
7 itself and its Releasers) expressly waived and fully, finally, and forever settled, released and  
8 discharged, through the Agreement and AG Release, any and all Released Claims that may exist  
9 as of the Threshold Subdivision Participation Date but which the State does not know or suspect  
10 to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever,  
11 and which, if known, would have materially affected the State's decision to enter into the  
12 Agreement.

13       20.     The Court finds that the releases are given in good faith and are effective as to all  
14 Releasers and Released Entities.

15       21.     Costs and Fees. The Parties will bear their own costs and attorneys' fees except  
16 as otherwise provided in the Agreement.

17       22.     No Admission of Liability. Walmart is consenting to this Consent Judgment  
18 solely for the purpose of effectuating the Agreement, and nothing contained herein may be taken  
19 as or construed to be an admission or concession of any violation of law, rule, or regulation, or  
20 of any other matter of fact or law, or of any liability or wrongdoing, all of which Walmart  
21 expressly denies. Neither Walmart nor any other Released Entity admits that it caused or  
22 contributed to any public nuisance, and neither Walmart nor any other Released Entity admits  
23 any wrongdoing that was or could have been alleged by the State, its Participating Subdivisions,  
24 or any other person or entity. No part of this Consent Judgment shall constitute evidence of any  
25 liability, fault, or wrongdoing by Walmart or any other Released Entity. The Parties  
26 acknowledge that payments made under the Agreement are not a fine, penalty, or payment in  
lieu thereof and are properly characterized as described in Section V.F of the Agreement.

1           23.    No Waiver. This Consent Judgment is entered based on the Agreement without  
2 trial or adjudication of any contested issue of fact or law or finding of liability of any kind. This  
3 Consent Judgment shall not be construed or used as a waiver of Walmart's right, or any other  
4 Released Entity's right, to defend itself from, or make any arguments in, any other regulatory,  
5 governmental, private individual, private entity, or class claims or suits relating to the subject  
6 matter or terms of this Consent Judgment. Notwithstanding the foregoing, the State may enforce  
7 the terms of this Consent Judgment as expressly provided in the Agreement.

8           24.    No Private Right of Action. This Consent Judgment is not for use by any third  
9 party for any purpose, including submission to any court for any purpose, except Participating  
10 Subdivisions for the limited purposes set forth in Section VI.A of the Agreement. Except as  
11 expressly provided in the Agreement, no portion of the Agreement or this Consent Judgment  
12 shall provide any rights to, or be enforceable by, any person or entity that is not a Settling State  
13 or Released Entity. The State shall allow Participating Subdivisions in the State to notify it of  
14 any perceived violations of the Agreement or this Consent Judgment. No Settling State,  
15 including the State, may assign or otherwise convey any right to enforce any provision of the  
16 Agreement.

17           25.    Admissibility. This Consent Judgment shall not be admissible in any other case  
18 against Walmart or any other Released Entity. This Consent Judgment shall not be binding on  
19 Walmart or any other Released Entity in any respect other than in connection with the  
20 enforcement of this Consent Judgment or the Agreement in the State. For the avoidance of doubt,  
21 nothing herein shall prohibit Walmart or any other Released Entity from entering this Consent  
22 Judgment or the Agreement into evidence in any litigation or arbitration concerning (1)  
23 Walmart's right to coverage under an insurance contract or (2) the enforcement of the releases  
24 provided for by the Agreement and this Consent Judgment.

25           26.    Preservation of Privilege. Nothing contained in the Agreement or this Consent  
26 Judgment, and no act required to be performed pursuant to the Agreement or this Consent



1 Judgment, is intended to constitute, cause, or effect any waiver (in whole or in part) of any  
2 attorney-client privilege, work product protection, patient-safety work product protection, or  
3 common interest/joint defense privilege, and each Party agrees that it shall not make or cause to  
4 be made in any forum any assertion to the contrary.

5 27. Mutual Interpretation. The Parties agree and stipulate that the Agreement was  
6 negotiated on an arm's-length basis between parties of equal bargaining power and was drafted  
7 jointly by counsel for each Party. Accordingly, the Agreement is incorporated herein by  
8 reference and shall be mutually interpreted and not construed in favor of or against any Party.

9 28. Retention of Jurisdiction. The Court shall retain jurisdiction over the Parties for  
10 the limited purpose of the resolution of disputes identified in Section VI.F.2 of the Agreement.  
11 The Court shall have jurisdiction over Participating Subdivisions in the State for the limited  
12 purposes identified in the Agreement.

13 29. Successors and Assigns. This Consent Judgment is binding on Walmart's  
14 successors and assigns.

15 30. Modification. This Consent Judgment shall not be modified (by the Court, by any  
16 other court, or by any other means) without the consent of the State and Walmart. Modification  
17 of the Agreement shall be governed by Section XII.W of the Agreement.

18  
19 DATED this 17th day of January 2024.

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21   
22 JUDGE NELSON K. H. LEE

1 **APPROVED, AGREED TO AND PRESENTED BY:**

2 ROBERT W. FERGUSON  
3 Attorney General

4 *s/ Susan E. Llorens*

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