

## **BONNEVILLE COUNTY FIRE PROTECTION DISTRICT NO. 1**

### **Minutes of Special Meeting held September 29, 2025**

The Bonneville County Fire Protection District No. 1 ("Fire District") held a special meeting of Commissioners on Monday, the 29<sup>th</sup> day of September, 2025 at the offices of Nelson Hall Parry Tucker, PLLC, at 490 Memorial Drive, Idaho Falls, Idaho 83402, in the lower-level conference room, convening at 12:00 p.m.

The following were present:

Commissioners Ralph Isom, Derik Nielsen (via phone), and David Long were present. Commissioners Tyler Gebbs and Dana Kirkham were absent. District Communications Office Dick Fowler, Fire Chief Jonathon Molbert, and Attorney Abigail French were also present.

Notice of the time, place, and purpose was posted at premises of 490 Memorial Drive, Idaho Falls, Idaho; 2137 S Ammon Rd, Ammon, ID 83406; as well as the Fire District website. A copy of the notice and agenda is attached to these minutes.

Notice of the budget hearing as well as the proposed amended budget were also posted at the above-stated places as well as published as required by law. The proof of publication is attached to these minutes.

It was declared that a Quorum of Commissioners were present and due notice of the meeting had been posted in accordance with law.

### **DISCUSSION AND ACTIONS**

1. **Call to Order**. The meeting was called to order at 12:00 p.m. by Ralph Isom.
2. **Amend FY 2024-2025 Budget**. Brief discussion was had on the need to amend the previously approved FY 2024-2025 budget to increase the 'Capital Outlay' line item of the current budget by \$430,000.00 to make payment on a previously ordered fire engine. After discussion, a motion was made by Derik Nielsen to amend the budget for the fiscal year 2024-2025 as stated in the attached proposed amended budget, and in accordance with Idaho Code Section 31-1423(1), levy a tax on all taxable property within the boundaries of the Fire District sufficient to defray the cost of equipping and maintaining the Fire District as is required by the amended budget for fiscal year 2024-2025. Said motion was seconded by David Long. The motion carried unanimously.<sup>1</sup>
3. **Authorize Execution of Combined Settlement Package for Secondary Manufacturers**. Brief discussion was had on the New National Opioids Settlement against Secondary Manufacturers, and the request from the Attorney General's Office to sign and return the proposed form. After discussion, a motion to authorize the execution of the Combined Participation Package for the Secondary Manufacturers Settlement was made by David Long. Said motion was seconded by Derik Nielsen. The motion carried unanimously. A copy of the executed form is attached to these minutes.
4. **Authorize Execution of the Participation Package for the Purdue Direct Settlement**. Brief discussion was had on the New National Opioids Settlement against Purdue, and

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<sup>1</sup> A copy of the Minutes of the Hearing to Amend the 2024-2025 Budget were previously signed by the Assistant Secretary and Legal Counsel and submitted to Bonneville County as required by law.

the request from the Attorney General's Office to sign and return the proposed form. After discussion, a motion to authorize the execution of the Participation Package for the Purdue Direct Settlement was made by David Long. Said motion was seconded by Derik Nielsen. The motion carried unanimously. A copy of the executed form is attached to these minutes.

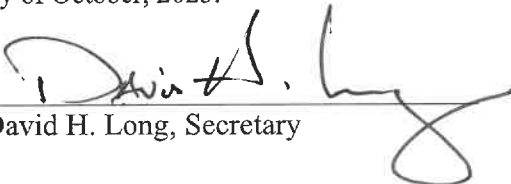
5. **Adjournment**. There being no further business to come before the Board of Commissioners at the meeting, a motion was made to adjourn by David Long and seconded by Derik Nielsen with unanimous approval at approximately 12:07 p.m.

Approved the 9<sup>th</sup> day of October, 2025.

  
\_\_\_\_\_  
Approved by Board Chairman

ATTEST:

The undersigned, as Secretary of the Bonneville County Fire Protection District No. 1, hereby attests that the foregoing minutes were approved by a proper vote of the Board of Commissioners of the Fire Protection District on the 9<sup>th</sup> day of October, 2025.

  
\_\_\_\_\_  
David H. Long, Secretary

NOTICE OF SPECIAL MEETING  
Bonneville County Fire Protection District No. 1

Monday, September 29, 2025

**SPECIAL MEETING**

**Discussion Topics:**                    **Amending FY 2024-2025 Budget & Approval of Opioid Settlement(s) Forms**

Notice is hereby given that the Bonneville County Fire Protection District No. 1 (the "Fire District") will hold a Special Meeting on Monday, September 29, 2025 at noon. The meeting will be conducted in person. The meeting will be held at 490 Memorial Drive, Idaho Falls, ID 83402 in the lower level conference room no. B. The Commissioners will take up the following agenda during the meeting:

- 1) Call to Order and Roll Call by Chairman Ralph Isom.
- 2) Public hearing to consider amending the previously approved FY 2024-2025 budget, namely the proposal to increase the 'Capital Outlay' line item of the current budget by \$430,000.00 in order to make payment on a previously ordered fire engine.

**Possible Action: Authorize the amendment of the annual budget for the fiscal year 2024-2025 to increase the 'Capital Outlay' line item by \$430,000.00.**

- 3) Review of proposed New National Opioids Settlement against Secondary Manufacturers, namely the "*Combined Participation Package*" and possible authorization to execute said document(s) on behalf of the Fire District.

**Possible Action: Authorize the execution of the *Combined Participation Package* for the *Secondary Manufacturers Settlement*, including a release of any claims.**

- 4) Review of the proposed New National Opioids Settlement against Purdue namely the "*Participation Package*" and possible authorization to execute said document(s) on behalf of the Fire District.

**Possible Action: Authorize the execution of the *Participation Package* for the *Purdue Direct Settlement*, including a release of any claims.**

- 5) Recess/Adjournment.

DATED this 22<sup>nd</sup> day of September, 2025



Douglas R. Nelson, Assistant Secretary  
Bonneville County Fire Protection District #1


## NOTICE OF BUDGET HEARING- AMENDING BUDGET

Bonneville County Fire Protection District No. 1  
Fiscal Year 2024-25

Monday, September 29, 2025

A public hearing to consider amending the previously approved annual budget of the Bonneville County Fire Protection District No. 1 for the 2024-2025 fiscal year will be held Monday, the 29<sup>th</sup> day of September, 2025 commencing at 12:00 p.m. at 490 Memorial Drive, Idaho Falls, Idaho 83402, Lower Level Conference Room No B. The purpose of this proposed budget amendment is to increase the 'Capital Outlay' budget line item by \$430,000.00 in order to have sufficient funds to make payment on a fire engine. A copy of the attached proposed amended budget is available for public inspection during business hours (Monday through Friday, 8:30 a.m. to 5:00 p.m.) at the above address. All interested parties are invited to attend.

/s/

  
Douglas R Nelson, Assistant Secretary

Bonneville County Fire Protection District #1

SEE ATTACHMENT

**Bonneville County Fire  
Protection District #1  
Amended Budget for Year Ended 9/30/2025**



**BONNEVILLE COUNTY  
FIRE DISTRICT #1**

<b>Revenues</b>	<b>Budgeted 2024-2025</b>	
Taxes-limited to 3% increase	4,139,655	
Contract fire revenue	150,000	
Interest on investments (estimated)	330,000	
Miscellaneous - net fees collected by Ammon	29,319	
Unexpended capital budget from prior year	430,000	
	<b>5,078,974</b>	
<b>Expenditures</b>		
Advertising and Public Relations	10,000	
Audit	20,000	
Vehicle and travel	20,000	
Building and Grounds Maintenance	20,000	
Equipment Maintenance	49,000	
Capital Outlay	530,000	
Commissioner's Expense(includes pr taxes, wc, PERSI)	81,000	
Computer Support and Equipment	76,000	
Property insurance	25,000	
Training and Safety	7,500	
Workmens Compensation Insurance	58,000	
Dues and Subscriptions	5,000	
Legal	72,000	
Accounting	63,000	
Supplies and Miscellaneous	65,000	
Utilities	25,000	
Employee Payroll, Retirement, Benefits	2,204,159	
City of Idaho Falls Contract	1,748,315	
Total	<b>5,078,974</b>	
Excess (Deficit)	<b>0</b>	
<b>Proposed payment to the City of Idaho Falls for the year ended 9-30-2025</b>		
\$1,748,314.91/4 payments	October 10, 2024	437,078.73
	January 10, 2025	437,078.73
	April 10, 2025	437,078.73
	July 10, 2025	437,078.73
\$1,748,314.91 represents the contract agreed upon with The City of Idaho Falls		
	<b>TOTAL</b>	<b>1,748,314.91</b>
<b>Proposed Budget:</b>		
General Fund (3%)	4,106,795	
New Construction	112,339	
Less: Property Tax Replacement	(79,479)	
Maximum non-exempt property tax budget	<b>4,139,655</b>	



## PROOF OF PUBLICATION Post Register

State of Idaho  
County of Bonneville

I, Collins Crapo first being duly sworn, depose and say: That I am the Processing Clerk employed by Adams Publishing Group of the Rockies LLC, publishers of The Post Register, a newspaper of general circulation, published 4 days, Tuesday, Wednesday, Friday and Saturday, at Idaho Falls, Idaho.

That the notice, of which a copy is hereto attached and made a part of this affidavit, was published in said Post Register and on IdahoPublicNotices.com for 2 day(s), first publication having been made on 09/19/2025 last publication having been made on 09/26/2025, and that the said notice was published in the regular and entire issue of said paper on the respective dates of publication, and that such notice was published in the newspaper and not in a supplement.

\_\_\_\_\_  
attached jurat

STATE OF IDAHO

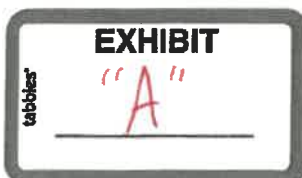
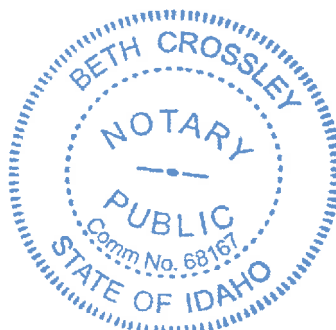
ss.

COUNTY OF BONNEVILLE

On this 26th day of September, 2025 before me, the undersigned, a Notary public for said state, personally appeared Collins Crapo, Processing Clerk employed by Adams Publishing Group of the Rockies LLC, publishers of The Post Register, a newspaper of general circulation, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledged to me that he/she/they executed the same,

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for APG of the Rockies  
Residing: Idaho Falls, Idaho  
Commission expires: 7/28/2028



**NOTICE OF BUDGET HEARING- AMENDING BUDGET**  
**Bonneville County Fire Protection District No. 1**  
**Fiscal Year 2024-25**  
**Monday, September 29, 2025**

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/s/

Douglas R. Nelson  
 Assistant Secretary

Bonneville County Fire Protection District #1

**SEE ATTACHMENT**

Bonneville County Fire  
 Protection District #1  
 Amended Budget for Year Ended 9/30/2025



**BONNEVILLE COUNTY**  
**FIRE DISTRICT #1**

	Budgeted 2024-2025
<b>Revenues</b>	
Taxes-limited to 3% increase	4,139,655
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<b>Expenditures</b>	
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Capital Outlay	530,000
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\$1,748,314.91 represents the contract agreed upon with The City of Idaho Falls	
<b>TOTAL</b>	<b>1,748,314.91</b>
<b>Proposed Budget:</b>	
General Fund (3%)	4,106,795
New Construction	112,339
Less: Property Tax Replacement	(79,479)
Maximum non-exempt property tax budget	<b>4,139,655</b>

Published: September 19, 26, 2025 (PR10915-674657)

**EXHIBIT**

tabbles

"B"



New National Opioids Settlement: Secondary Manufacturers  
Opioids Implementation Administrator  
[opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com)

Bonneville County Fire Protection District 1, ID  
Reference Number: CL-1764857

***TO LOCAL POLITICAL SUBDIVISIONS:***

**THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW  
NATIONAL OPIOIDS SECONDARY MANUFACTURERS SETTLEMENTS. YOU  
MUST TAKE ACTION IN ORDER TO PARTICIPATE.**

**Deadline: October 8, 2025**

A new proposed national opioids settlement ("*Secondary Manufacturers Settlements*") has been reached with eight opioids manufacturers: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus ("*Settling Defendants*"). This *Combined Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision.

You are receiving this *Combined Participation Package* because Idaho is participating in the Secondary Manufacturers Settlements.

If a state is not eligible to or does not participate in the settlement with a particular manufacturer, the subdivisions in that state are not eligible to participate in that manufacturer's settlement.

This electronic envelope contains:

- A *Combined Participation Form* for the *Secondary Manufacturers Settlements* that your subdivision is eligible to join, including a release of any claims.

**The *Combined Participation Form* must be executed, without alteration, and submitted on or before October 8, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the *Secondary Manufacturers Settlement*.**

Based upon *Combined Participation Forms* received on or before October 8, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for each settlement to move forward and whether a state earns its maximum potential payment under each settlement. If a settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also



reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *Secondary Manufacturers Settlements* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for this new settlement the same as they did for the prior opioids settlements but states may choose to treat this settlement differently.

Information and documents regarding the *Secondary Manufacturers Settlements*, implementation in your state, and how funds will be allocated within your state can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

This *Participation Packet* is different than the participation packet you recently received from Rubris concerning a settlement with Purdue Pharma, L.P, and the Sackler Family. The *Secondary Manufacturers Settlements* discussed in this *Participation Packet* are different than the settlement with Purdue and the Sacklers, and you may participate in the *Secondary Manufacturers Settlements* regardless of whether you join the Purdue and Sackler settlement.

### **How to return signed forms:**

There are three methods for returning the executed *Combined Participation Form* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Combined Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Combined Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Combined Participation Form* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Combined Participation Form* using DocuSign, the signed *Combined Participation Form* may be returned via electronic mail to [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com). Please include the name, state, and

reference ID of your subdivision in the body of the email and use the subject line Combined Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Combined Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/additional-settlements/>. You may also contact [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com).

**The sign-on period for subdivisions ends on October 8, 2025.**

If you have any questions about executing the *Combined Participation Form*, please contact your counsel, the Implementation Administrator at [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com), or the Idaho Attorney General's Consumer Protection Division at [opioidsettlement@ag.idaho.gov](mailto:opioidsettlement@ag.idaho.gov).

Thank you,

Secondary Manufacturers Settlements Implementation Administrator

*The Implementation Administrator is retained to provide the settlement notice required by the Secondary Manufacturers Settlements and to manage the collection of the Combined Participation Form.*

**EXHIBIT K**

**Secondary Manufacturers' Combined Subdivision Participation and Release Form**  
**("Combined Participation Form")**

Governmental Entity: Bonneville County Fire Protection District 1	State: ID
Authorized Official: <u>Ralph Isom</u>	
Address 1: <u>490 Memorial Drive</u>	
Address 2:	
City, State, Zip: <u>Idaho Falls, ID 83402</u>	
Phone: <u>(208) 243-1353</u>	
Email: <u>risom@bcfdl.us, affrench@nhptlau.net</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 each of the settlements which are listed in paragraph 1 below (each a "Secondary Manufacturer's Settlement" and collectively, "the Secondary Manufacturers' Settlements"), and acting through the undersigned authorized official, hereby elects to participate in each of the Secondary Manufacturers' Settlements, release all Released Claims against all Released Entities in each of the Secondary Manufacturers' Settlements, and agrees as follows.

1. The Participating Entity hereby elects to participate in each of the following Secondary Manufacturers' Settlements as a Participating Entity:
  - a. Settlement Agreement for Alvogen, Inc. dated April 4, 2025.
  - b. Settlement Agreement for Apotex Corp. dated April 4, 2025.
  - c. Settlement Agreement for Amneal Pharmaceuticals LLC dated April 4, 2025.
  - d. Settlement Agreement for Hikma Pharmaceuticals USA Inc. dated April 4, 2025.
  - e. Settlement Agreement for Indivior Inc. dated April 4, 2025.
  - f. Settlement Agreement for Viatris Inc. ("Mylan") dated April 4, 2025.
  - g. Settlement Agreement for Sun Pharmaceutical Industries, Inc. dated April 4, 2025.
  - h. Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. dated April 4, 2025.
2. The Governmental Entity is aware of and has reviewed each of the Secondary Manufacturers' Settlements, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in each of the Secondary Manufacturers' Settlements, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in each of the Secondary Manufacturers' Settlements and become a Participating Subdivision as provided in each of the Secondary Manufacturers' Settlements.
3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in each of the Secondary Manufacturers' Settlements. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity



authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of the manufacturers listed in paragraph 1 above substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.

4. The Governmental Entity agrees to the terms of each of the Secondary Manufacturers' Settlements pertaining to Participating Subdivisions as defined therein.
5. By agreeing to the terms of each of the Secondary Manufacturers' Settlements 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 each of the Secondary Manufacturers' Settlements solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court and agrees to follow the process for resolving any disputes related to each Secondary Manufacturer's Settlement as described in each of the Secondary Manufacturers' Settlements.<sup>1</sup>
8. The Governmental Entity has the right to enforce each of the Secondary Manufacturers' Settlements as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in each of the Secondary Manufacturers' Settlements, including without limitation all provisions related to release of any claims,<sup>2</sup> and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her 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 or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in each of the Secondary Manufacturers' Settlements in any forum whatsoever. The releases provided for in each of the Secondary Manufacturers' Settlements are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in each of the Secondary Manufacturers' Settlements the broadest possible bar against any liability relating in any way to Released

<sup>1</sup> See Settlement Agreement for Alvogen, Inc. Section VII.F.2; Settlement Agreement for Apotex Corp. Section VII.F.2; Settlement Agreement for Amneal Pharmaceuticals LLC Section VII.F.2; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section VII.F.2; Settlement Agreement for Indivior Section VI.F.2; Settlement Agreement for Mylan Section VI.F.2; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section VII.F.2; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section VII.F.2.

<sup>2</sup> See Settlement Agreement for Alvogen, Inc. Section XI; Settlement Agreement for Amneal Pharmaceuticals LLC Section X; Settlement Agreement for Apotex Corp. Section XI; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section XI; Settlement Agreement for Indivior Section X; Settlement Agreement for Mylan Section X; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section XI; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section XI.



Claims and extend to the full extent of the power of the Governmental Entity to release claims. Each of the Secondary Manufacturers' Settlements shall be a complete bar to any Released Claim against that manufacturer's Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in each of the Secondary Manufacturers' Settlements.
11. In connection with the releases provided for in each of the Secondary Manufacturers' Settlements, 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 in each of the Secondary Manufacturers' Settlements, 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 each of the Secondary Manufacturers' Settlements.

12. The Governmental Entity understands and acknowledges that each of the Secondary Manufacturers' Settlements is an independent agreement with its own terms and conditions. Nothing herein is intended to modify in any way the terms of any of the Secondary Manufacturers' Settlements, to which Governmental Entity hereby agrees, aside from the exceptions in paragraph 13 below. To the extent this Combined Participation Form is interpreted differently from any of the Secondary Manufacturers' Settlements in any respect, the individual Secondary Manufacturer's Settlement controls.
13. For the avoidance of doubt, in the event that some but not all of the Secondary Manufacturers' Settlements proceed past their respective Reference Dates, all releases and other commitments or obligations shall become void *only as to* those Secondary Manufacturers' Settlements that fail to proceed past their Reference Dates. All releases and other commitments or obligations (including those contained in this Combined Participation Form) shall remain in full effect as to each Secondary Manufacturer's Settlement that proceeds past its Reference Date, and this Combined Participation Form need not be modified, returned, or destroyed as long as any Secondary Manufacturer's Settlement proceeds past its Reference Date.



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

Signature:



Name:

Ralph Isom

Title:

Chairman

Date:

September 29, 2025



New National Opioids Settlement: Purdue  
Opioids Implementation Administrator  
[opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com)

Bonneville County Fire Protection District 1, ID  
Reference Number: CL-1734423

***TO LOCAL POLITICAL SUBDIVISIONS:***

**THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.**

***Deadline: September 30, 2025***

A new proposed national opioids settlement has been reached with Purdue (and certain of its affiliates) and the Sackler family. This *Participation Package* is a follow-up communication to the *Notice of New National Opioids Settlement* recently received electronically by your subdivision.

The proposed settlement is being implemented in connection with Purdue's bankruptcy proceedings, and consists of, among other things, a settlement of Purdue's claims against the Sacklers and certain other parties (referred to as the "Purdue Estate Settlement"), and settlements of direct claims against the Sacklers held by States, local governments and other creditors (collectively, the "Purdue Direct Settlement", and together with the Estate Settlement, the "Purdue Settlement"). The Purdue Direct Settlement for States and local governments is documented in the Governmental Entity and Shareholder Direct Settlement Agreement.

You are receiving this *Participation Package* because all eligible States and territories, including Idaho, are participating in the Purdue Direct Settlement.

This electronic envelope contains:

- The *Participation Form* for the Purdue Direct Settlement, including a release of any claims

**The *Participation Form* must be executed, without alteration, and submitted on or before September 30, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the Purdue Direct Settlement.**

Based upon subdivision participation forms received on or before September 30, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for the Purdue Settlement to move forward and whether a state earns its maximum potential payment under the Purdue Direct Settlement. If the Purdue Settlement moves forward and goes effective, your release will become



effective. If the Purdue Settlement does not move forward, that release will not become effective.

Any subdivision that does not participate in the Purdue Direct Settlement cannot directly share in the Purdue Direct Settlement funds, even if other subdivisions in the state are participating and sharing in those Purdue Direct Settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive Purdue Settlement funds by participating; decisions on how Purdue Settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the Purdue Settlement with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for the Purdue Settlement the same as they did for the prior opioids settlements but states may choose to treat the Purdue Settlement differently.

Information and documents regarding the Purdue Settlement, including a complete copy of the Governmental Entity and Shareholder Direct Settlement Agreement, and how it is being implemented in your state and how funds will be allocated within your state can be found on the national settlement website at <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. This website will be supplemented as additional documents are created.

### **How to return signed forms:**

There are three methods for returning the executed *Participation Form* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Participation Form* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form* using DocuSign, the signed *Participation Form* may be returned via electronic mail to [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com).

Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. You may also contact [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com).

**YOU MUST PARTICIPATE IN THE PURDUE DIRECT SETTLEMENT BY RETURNING YOUR PARTICIPATION FORM IN ORDER TO RECEIVE THE BENEFITS OF THE PURDUE SETTLEMENT.**

**Please note that this is NOT a solicitation or a request for subdivisions to submit votes on the Purdue bankruptcy plan. This settlement package only pertains to a decision to participate in the Purdue Direct Settlement. If you receive a package to vote on the plan you should follow the applicable instructions for voting. PLEASE NOTE THAT VOTING ON THE PLAN IS SEPARATE FROM PARTICIPATION IN THE PURDUE DIRECT SETTLEMENT.**

**The sign-on period for subdivisions ends on September 30, 2025.**

If you have any questions about executing the *Participation Form*, please contact your counsel, the Implementation Administrator at [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com), or the Idaho Attorney General's Consumer Protection Division at [opioidsettlement@ag.idaho.gov](mailto:opioidsettlement@ag.idaho.gov).

Thank you,

Implementation Administrator for the Purdue Direct Settlement

*The Implementation Administrator is retained to provide the settlement notice required by the Purdue Direct Settlement to manage the collection of the participation forms for it.*

**EXHIBIT K**  
**Subdivision Participation and Release Form**

Governmental Entity: Bonneville County Fire Protection District 1	State: ID
Authorized Signatory: <u>Ralph Isom</u>	
Address 1: <u>490 Memorial Drive</u>	
Address 2:	
City, State, Zip: <u>Idaho Falls, ID 83402</u>	
Phone: <u>(208) 243-1353</u>	
Email: <u>risom@bcfdl.us, affrench@nhptlaw.net</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 that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the "Agreement")<sup>1</sup>, and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the 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 <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.
6. 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 and to the extent provided in, and for resolving disputes to the extent provided in, the

<sup>1</sup> Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.



Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her 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 Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the "Shareholder Released Claims", and as it pertains to the Released Parties other than the Shareholder Released Parties, the "Released Claims"). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.
9. 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 Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term "Shareholder Released



Claims” and “Released Claims”) are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity’s power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.

11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.

12. In connection with the releases provided for in the Agreement, 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 Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release 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 Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.

14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.



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

Signature:

Ralph Isom

Name:

Ralph Isom

Title:

Chairman

Date:

September 29, 2025

