

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

STATE OF MICHIGAN, EX REL., DANA NESSEL, ATTORNEY GENERAL,

Plaintiff,

v.

KROGER CO.,

Defendant.

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) Case No.: 25-001112-CP  
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) Hon. Patricia Perez Fresard  
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EXHIBIT B - AG RELEASE - KROGER

## **Attorney General's Release of Opioid-Related Claims Pursuant to the Kroger Settlement Agreement**

WHEREAS the Kroger Settlement Agreement dated March 22, 2024 (the "Agreement") provides in Section X.A that, as of the Effective Date of the Agreement, Kroger and the Released Entities will be released and forever discharged from all of the Releasers' Released Claims;<sup>1</sup> and

WHEREAS the Agreement provides in Section I.NNN that Releasers (as defined in the Agreement) who are releasing claims under Section X.A include without limitation and to the maximum extent of the power of each Settling State's Attorney General to release Claims (a) the Settling State's and Participating Subdivision's departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, including its Attorney General, 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, (b) any public entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, and other Special Districts in a Settling State, and (c) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to a Settling State or Subdivision in a Settling State, whether or not any of them participate in this Agreement; and

WHEREAS the Agreement provides in Section X.G that each Settling State's Attorney General expressly represents and warrants that he or she has, or has obtained, the authority to settle and release, to the maximum extent of the State's power, all Released Claims of (1) his or her respective Settling State, (2) all past and present executive departments, state agencies, divisions, boards, commissions, and instrumentalities with the regulatory authority to enforce state and federal controlled substances acts, and (3) any of his or her respective Settling State's past and present executive departments, agencies, divisions, boards, commissions and instrumentalities that have the authority to bring Claims related to Covered Conduct seeking money (including abatement and/or remediation) or revocation or suspension of a pharmaceutical distribution or dispensing license. For the purposes of clause (3) above, executive departments, agencies, divisions, boards, commissions, and instrumentalities are those that are under the executive authority or direct control of the State's Governor;

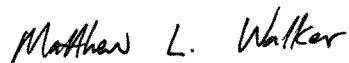
THEREFORE, pursuant to the foregoing provisions of the Agreement and without limitation and to the maximum extent of the power of the Attorney General, the Released Entities are, as of the Effective Date, hereby released from any and all Released Claims of (a) the State of Michigan and its Participating Subdivision's departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, including its Attorney General, 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, (b) any public entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, and other Special Districts in the State

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<sup>1</sup> Capitalized terms used herein and defined in the Agreement have the meanings given to them in the Agreement.

of Michigan and (c) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to the State of Michigan or Subdivision in the State of Michigan, whether or not any of them participate in this Agreement; and

THEREFORE, pursuant to the foregoing provisions of the Agreement and to the maximum extent of the State of Michigan's power, the Released Entities are, as of the Effective Date, hereby released from any and all Released Claims of (1) the State of Michigan, (2) all past and present executive departments, state agencies, divisions, boards, commissions, and instrumentalities with the regulatory authority to enforce state and federal controlled substances acts, and (3) any of the State of Michigan's past and present executive departments, agencies, divisions, boards, commissions and instrumentalities that have the authority to bring Claims related to Covered Conduct seeking money (including abatement and/or remediation) or revocation or suspension of a pharmaceutical distribution or dispensing license. For the purposes of clause (3) above, executive departments, agencies, divisions, boards, commissions, and instrumentalities are those that are under the executive authority or direct control of the State of Michigan's Governor.



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Matthew L. Walker  
Assistant Attorney General of the State of Michigan

Date: January 10, 2025