



Pinellas County

315 Court Street, 5th Floor
Assembly Room
Clearwater, Florida 33756

Staff Report

File #: 23-1538A

Agenda Date: 10/17/2023

Subject:

Proposed settlement in the case of Masters Pharmaceutical, LLC in the case of Pinellas County, Florida v. AmerisourceBergen; Federal Case No. 17-MD-2804 – action related to the opioid epidemic.

Recommended Action:

Approval of the settlement with Masters Pharmaceutical, LLC, in the net settlement amount of \$355,219.97 in the case of Pinellas County, Florida v. AmerisourceBergen – Federal Case No. 17-MD-2804 and authorization for the Chair to execute the requisite settlement documents.

Strategic Plan:

N/A

Summary:

Masters Pharmaceutical, LLC, formerly known as Masters Pharmaceutical, Inc., was one defendant Pinellas County brought suit against in the opioid litigation. This settlement is based upon available insurance (Masters' only asset) and the actual distribution of opioids. The gross settlement is \$3,339,547.49, of which a court order requires 7.5% to be allocated to a MDL assessment. Pinellas' agreement with outside counsel provides for a 25% attorneys' fee, inclusive of the MDL assessment, and the payment of costs, not to exceed a total of 30% of the settlement. For purposes of this settlement, outside counsel has waived their claim to costs.

The County has been allocated approximately 14% of the settlement, \$473,626.63. This correlates to the dosage units distributed within Pinellas County, but not within the jurisdictions of co-Plaintiff's St. Petersburg and Pinellas Park, who may also receive funds through the settlement. After payment of the MDL assessment and attorneys' fees, the County will receive \$355,219.97; the second largest distribution.

The settlement is contingent upon 100% participation of all Plaintiffs and should not be considered an admission of liability by the Defendant.

Outside counsel and the County Attorney's Office recommend participation in the settlement. County Administration and staff agree with this recommendation.

Background Information:

N/A

Fiscal Impact:

\$355,219.97 payable to Pinellas County

Staff Member Responsible:

Jewel White, County Attorney

Christy Donovan Pemberton, Managing Assistant County Attorney

Karen Yatchum, Director, Human Services

Partners:

N/A

Attachments:

Participation Agreement to be executed by the Chair

Settlement Statement to be executed by the Chair



Pinellas County

Staff Report

File #: 23-1538A, **Version:** 1

Agenda Date: 10/17/2023

Subject:

Proposed settlement with Masters Pharmaceutical, LLC in the case of Pinellas County, Florida v. AmerisourceBergen; Federal Case No. 17-MD-2804.

Recommended Action:

Consideration of the proposed settlement with Masters Pharmaceutical, LLC in the case of Pinellas County, Florida v. AmerisourceBergen.

Strategic Plan:

N/A

Summary:

The above-referenced settlement is being brought to the Board of County Commissioners for consideration in accordance with the confidential memorandum of October 17, 2023.

Background Information:

This matter was previously brought before the Board on February 27, 2018, under Legistar item no. 18-213A.

Fiscal Impact:

N/A

Staff Member Responsible:

Jewel White, County Attorney
Christy Donovan Pemberton, Managing Assistant County Attorney
Karen Yatchum, Director, Human Services

Partners:

N/A

Attachments:

N/A

EXHIBIT C to Masters Pharmaceutical Settlement Agreement

Masters Pharmaceutical Settlement Participation Agreement

Governmental Entity: **Pinellas County**

State: **Florida**

Authorized Official: **Janet Long, Chair,
Pinellas County Board of County Commissioners**

Address 1: **c/o Pinellas County Attorney's Office, Attn: Christy Pemberton, Esq.**

Address 2 **315 Court Street, 3rd Floor**

City, State, Zip: **Clearwater, FL 33756**

Phone: **727-464-3354**

Email: **cpemberton@pinellas.gov**

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Masters Pharmaceutical Settlement Agreement (Exhibit A and the Allocation Schedule (Exhibit D)), and acting through the undersigned authorized official, hereby elects to participate in the Masters Pharmaceutical Settlement Agreement and release all Released Claims against all Released Entities,¹ and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Masters Pharmaceutical Settlement Agreement, understands all terms in the Masters Pharmaceutical Settlement Agreement, and agrees that by the Masters Pharmaceutical Settlement Agreement, the Governmental Entity elects to become a Releasor as defined therein.
2. The Governmental Entity shall promptly, and in any event within 7 business days of the Effective Date and payment of the settlement funds dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Masters Pharmaceutical Settlement Agreement pertaining to Releasors as defined therein.
4. The Governmental Entity has the right to enforce the Masters Pharmaceutical Settlement Agreement as provided therein.
5. The Governmental Entity, as a Party to the Masters Pharmaceutical Settlement Agreement, hereby becomes a Releasor for all purposes in the Masters Pharmaceutical Settlement Agreement, including but not limited to all provisions of Section 5 of the Masters Pharmaceutical Settlement

¹ Capitalized terms shall have the same meaning as in the Masters Settlement Agreement.

Agreement, and along with all departments, agencies, divisions, boards, commissions, subdivisions, districts, corporations, courts, institutes, offices, instrumentalities of any kind, attorneys, and any entities over which such Governmental Entity exercises governing, fiscal, or budgetary authority or control, and any person in their official capacity 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 any forum whatsoever. The releases provided for in the Masters Pharmaceutical Settlement Agreement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Masters Pharmaceutical Settlement Agreement shall be a complete bar to any Released Claim.

6. Nothing herein is intended to modify in any way the terms of the Masters Pharmaceutical Settlement Agreement, to which the Governmental Entity hereby agrees. To the extent this form is interpreted differently from the Masters Pharmaceutical Settlement Agreement in any respect, the Masters Pharmaceutical Settlement Agreement controls.

IN WITNESS WHEREOF, this Masters Pharmaceutical Settlement Participation Agreement has been read and signed by the duly authorized representative of the Governmental Entity signing below.

Signed:

Tanet C. Long

By:

Tanet C. Long

Its:

Chair

Date:

October 12, 2023

APPROVED AS TO FORM

By: Christy Donovan Pemberton
Office of the County Attorney

NATIONAL OPIOID LITIGATION

Writer's email:
jgaddy@levinlaw.com

Settlement Statement

In Re: Pinellas County, Florida

Settlement: Masters Pharmaceuticals

Exhibit D Allocation: \$438,104.63
(7.5% MDL Assessment already subtracted)

7.5% Assessment \$ 35,522.00
(Previously subtracted from allocation)

Gross Allocation: \$473,626.63
(Allocation before 7.5% assessment was subtracted)

Total Contingency Fee (25%): \$118,406.66

Contingency Fee Detail

MDL Assessment	\$35,522.00
National Consortium (88%)	\$72,938.50
James Magazine, Esq. (7.8%)	\$ 6,465.00
Jeff Lucas, Esq (4.2%)	<u>\$ 3,481.16</u>
	\$118,406.66

Balance Due to Claimant: \$355,219.97



LEVIN
PAPANTONIO
RAFFERTY



BARON & BUDD
PROTECTING WHAT'S RIGHT



POWELL &
MAJESTIC

MCHUGH FULLER
LAW GROUP



GREENE KETCHUM
SMITH & WELLS

HPCB&D

Hill, Peterson, Carper,
Bee & Deitzler, PLLC



FARRELL & FULLER

NATIONAL OPIOID LITIGATION

By signing below, Pinellas County, FL acknowledges that it is receiving the above sum in accordance with the above Statement and consistent with the terms set out in the Settlement Agreement with the Masters Pharmaceutical Defendants.

10-12-2023

Date



(Authorized Signature for Pinellas County, FL)

Janet C. Long

(Print Name)

Pinellas County Commissioners Chair

(Title)

APPROVED AS TO FORM

By: Christy Donovan Pemberton
Office of the County Attorney



LEVIN
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RAFFERTY



BARON & BUDD



POWELL &
MAESTRO

MC HUGH / FULLER
LAW GROUP



GREENE KETCHUM
BULLY & TWELVE LLP

HPCB & D
Hill, Peterson, Carper,
Bee & Deitzler, PLLC



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