

EXHIBIT C

Local Government Settlement Participation and Release Form

Local Government: City of Gallup	State: New Mexico
Authorized Official: Maryann Ustick, City Manager	
Address 1: 110 W. Aztec Ave.	
Address 2:	
City, State, Zip: Gallup, New Mexico 87301	
Phone: (505) 863-1221	
Email: mustick@gallupnm.gov	

The governmental entity identified above (“Local Government”), in order to obtain and in consideration for the benefits provided to the Local Government pursuant to the Settlement Agreement and Full Release of All Claims dated December 20, 2022 (“CVS Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Releasees, and agrees as follows.

1. The Local Government is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Local Government elects to participate in the CVS Settlement and become a Participating Local Government as provided therein.
2. The Local Government shall immediately cease any and all litigation activities as to the Releasees and the Released Claims and, in any event within 14 days of the Effective Date of the Release and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Local Government agrees to the terms of the CVS Settlement pertaining to Local Governments as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Local Government hereby takes on all rights and obligations of a Participating Local Government as set forth in the CVS Settlement and is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date of the Release.
5. The Local Government agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.
6. The Local Government submits to the jurisdiction of the court in which the State of New Mexico’s Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement.
7. The Local Government has the right to enforce the CVS Settlement as provided therein.

8. The Local Government, as a Participating Local Government, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section V (Settlement of Claims, General Release, and Covenant Not to Sue), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, 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 Local Government 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 Releasee in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Releasees 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 Local Government to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the CVS Settlement, each Local Government 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, but each Local Government 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 Local Governments' decision to participate in the CVS Settlement.

10. The Local Government acknowledges, agrees, and understands that its allocable share of the Local Government Abatement Amount is less than or equal to the amount, in the aggregate, of the Alleged Harms allegedly suffered by the Local Government; constitutes restitution and remediation for damage or harm allegedly caused by CVS in order to restore, in whole or part, the Local Government to the same position or condition that it would be in had it not suffered the Alleged Harms; and constitutes restitution and remediation for damage or harm allegedly caused by the potential violation of a law and/or is an amount paid to come into compliance with the law.
11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Local Government hereby agrees. To the extent this Participation and Release Form is

interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

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

Signature: _____

Name: Maryann Ustick

Title: City Manager

Date: _____