

EXHIBIT E
Tribal Participation Form

Tribal Entity:
Authorized Official:
Address 1:
Address 2:
City, State, Zip:
Phone:
Email:

The tribal entity identified above (“*Tribe*”), in order to obtain and in consideration for the benefits provided to the Tribe pursuant to the Agreements with Teva (“*Teva Settlement*”) and Allergan (“*Allergan Settlement*”), respectively, each dated December 19, 2022 (collectively “*Teva and Allergan Settlements*”), and acting through the undersigned authorized official, is an Eligible Entity as defined in the Teva and Allergan Settlements, and hereby elects to participate in both the **Teva Settlement and Allergan Settlement**, release all Released Claims against all Released Entities, and agrees as follows.

1. The Tribe is aware of and has reviewed the Teva Settlement and Allergan Settlement, respectively, understands that all terms in this Tribal Participation Form (“*Form*”) have the meanings defined therein, and agrees that by this Form, the Tribe elects to participate in both the Teva Settlement and Allergan Settlement and become a Participating Tribe as provided therein.
2. The Tribe agrees to the terms of both the Teva Settlement and Allergan Settlement pertaining to Tribes as defined therein.
3. By agreeing to the terms of the Teva Settlement and Allergan Settlement and becoming a Releasor, the Tribe is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
4. The Tribe agrees to use any monies it receives through the Teva Settlement or Allergan Settlement solely for the purposes provided therein.
5. By signing this Participation Form, the Tribe agrees that, pursuant to the Teva and Allergan Settlements and the Order entered by Judge Polster, Special Master David Cohen and Judge Layn Phillips will set the procedures by which the allocation will be completed for this settlement and jointly determine the final inter-tribal allocation.

6. The Tribe submits to the jurisdiction of the Northern District of Ohio for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Teva and Allergan Settlements.
7. The Tribe has the right to enforce the Teva Settlement and Allergan Settlement, respectively, as provided therein.
8. The Tribe, as a Participating Tribe, hereby becomes a Releasor for all purposes in the Teva Settlement and Allergan Settlement, including, but not limited to, all provisions of Section II (Release), and along with (a) the Participating Tribe's departments, agencies, divisions, boards, commissions, subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their 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, water districts, emergency services districts, school districts, healthcare districts, hospital districts, sheriffs and law enforcement districts, library districts, coroner's offices, and public transportation authorities, including those with the regulatory authority to enforce state and federal controlled substances acts or the authority to bring Claims related to Covered Conduct seeking money (including abatement (or remediation and/or restitution)) or revoke a pharmaceutical distribution license, 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, including but not limited to, fines, penalties, or punitive damages, on behalf of or generally applicable to the general public with respect to a Participating Tribe, whether or not any of them participate in the Agreement, 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 Tribe 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 Teva Settlement and Allergan Settlement 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 Tribe to release Claims. The Teva Settlement and Allergan Settlement shall be a complete bar to any Released Claim.
9. The Tribe hereby takes on all rights and obligations of a Participating Tribe as set forth in the Teva and Allergan Settlements.
10. In connection with the releases provided for in the Teva and Allergan Settlements, each Tribe 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.

11. 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 Tribe 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 Tribes' decision to participate in the Teva Settlement or Allergan Settlement.
12. Within 30 days of signing the Tribal Participation Form, and prior to the Effective Date set forth in the Teva Settlement and Allergan Settlement, respectively, the Tribe shall provide to Special Master Cohen and his TLC designee, a dismissal with prejudice of any Released Claims that it has filed. Upon the Effective Date, the with prejudice dismissals shall be provided to Teva and Allergan with a stipulation for filing.
13. Nothing herein is intended to modify in any way the terms of the Teva or Allergan Settlements, to which Tribe hereby agrees. To the extent this Form is interpreted differently from the Teva Settlement or Allergan Settlement in any respect, the Teva Settlement or Allergan Settlement, as applicable, controls.

I have all necessary power and authorization to execute this Tribal Participation Form on behalf of the Tribe.

Signature: _____

Name: _____

Title: _____

Date: _____