

**CITY COUNCIL RESOLUTION NO. 2023-043**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING THE CITY'S PARTICIPATION IN THE "WALMART SETTLEMENT" AS DESCRIBED BY THE FLORIDA ATTORNEY GENERAL; PROVIDING FOR THE CITY'S PARTICIPATION IN THE SETTLEMENT AGREEMENT WITH WALMART INC.; PROVIDING FOR THE MAYOR'S EXECUTION OF THE PARTICIPATION AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the "City") has joined with the Florida Attorney General in the *State of Florida, Office of the Attorney General, Department of Legal Affairs v. Walmart Inc.* (Fla. Cir. Ct. Pasco County); and

**WHEREAS**, after years of negotiations a settlement agreement has been reached that would resolve the litigation; and

**WHEREAS**, the Florida Attorney General has attained a settlement known as the "Walmart Settlement", a copy of which is available online at: [http://myfloridalegal.com/webfiles.nsf/WF/GPEY-CKDJFT/\\$file/Walmart Florida Settlement Execution+Copy.pdf](http://myfloridalegal.com/webfiles.nsf/WF/GPEY-CKDJFT/$file/Walmart%20Florida%20Settlement%20Execution+Copy.pdf); and

**WHEREAS**, the Florida Attorney General has encouraged local governmental entities to participate in the settlement by executing the *Subdivision Settlement Participation Form* attached hereto; and

**WHEREAS**, failure to participate in the proposed settlement will result in the City not receiving any of the referenced settlement funds; and

**WHEREAS**, the City is participating in other Opioid settlements with the Attorney General; and

**WHEREAS**, the City Council finds that it is in the best interest of the City and its citizens to participate in the referenced settlement.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:**

**Section 1.** The above recitals are all true and accurate and are hereby incorporated herein and made a part of this resolution.

**Section 2.** The Mayor is authorized to execute the *Subdivision Settlement Participation Form* for and on behalf of the City.

**Section 3.** Effective Date. This resolution shall take effect upon its adoption.

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_ day of April 2023.

**CITY OF LAKE CITY, FLORIDA**

By: \_\_\_\_\_  
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

By: \_\_\_\_\_  
Audrey E. Sikes, City Clerk

By: \_\_\_\_\_  
Thomas J. Kennon, III,  
City Attorney

## **EXHIBIT D**

### **SUBDIVISION SETTLEMENT PARTICIPATION FORM**

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

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 Settlement Agreement and Release dated [\_\_\_\_], 2022, among Walmart (defined below), the State of Florida and its Office of the Attorney General (“*Walmart Settlement*”),<sup>1</sup> and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Releasees, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Subdivision Settlement Participation Form have the meanings defined therein, and agrees that by signing this Subdivision Settlement Participation Form, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall immediately cease any and all litigation activities as to the Releasees and Released Claims and, within the later of 7 days following the entry of the Consent Judgment or 7 days of the Execution Date of this Subdivision Settlement Participation Form, voluntarily dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and expressly agreeing to the Releases provided for therein, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date of the Release.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the Court for purposes limited to the Court’s role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.

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<sup>1</sup> The defined terms in the Walmart Settlement shall have the same meaning in this Subdivision Settlement Participation Form.

7. The Governmental Entity has the right to enforce those rights given to it in the Walmart Settlement.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including, but not limited to, all provisions of Section D and E, 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 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 Releasee in any forum whatsoever. The releases provided for in the Walmart 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 any Released Claims and extend to the full extent of the power of the Governmental Entity to release Claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walmart Settlement.
10. In connection with the releases provided for in the Walmart Settlement, the 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, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

As a Releasor, the Governmental Entity 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 the Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date of the Release, 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 Entity's decision to participate in the Walmart Settlement.

11. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which the Governmental Entity hereby agrees. To the extent this Subdivision Settlement Participation Form is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.

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

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(the "Execution Date of this Subdivision Settlement Participation Form")