



## **RESOLUTION 12-03-2021**

### **A RESOLUTION APPROVING SANTAQUIN CITY'S PARTICIPATION IN THE PROPOSED SETTLEMENT AGREEMENTS RELATED TO THE OPIOID LITIGATION AGAINST MCKESSON, CARDINAL HEALTH, AMERISOURCEBERGEN, JANSSEN PHARMACEUTICALS, INC., AND JOHNSON & JOHNSON, AND RELATED MATTERS**

**WHEREAS**, certain states and local political subdivisions have brought and prosecuted litigation against pharmaceutical distributors McKesson, Cardinal Health, and AmerisourceBergen, and one manufacturer, Janssen Pharmaceuticals, Inc., and its parent company Johnson & Johnson (collectively, "Released Parties"), related to the development, distribution, and use of opioids and the ongoing opioid epidemic;

**WHEREAS**, two proposed settlement agreements ("Settlements") have been negotiated between the states and local political subdivisions and the Released Parties;

**WHEREAS**, the Settlements provide for the Released Parties to pay billions of dollars of monetary compensation to states and local political subdivisions to help alleviate and abate the opioid epidemic and its effects and for the Released Parties to comply with injunctive relief provisions governing certain opioid marketing, sale, and distribution practices;

**WHEREAS**, the Settlements require a certain amount of participation by states and local political subdivisions for the Settlements to be effective and also provide for incentive payments based on the amount of participating political subdivisions;

**WHEREAS**, participation in the Settlements requires the participating party to release and settle certain claims, as described in the proposed agreements for the Settlements;

**WHEREAS**, failure to participate in the Settlements precludes a political subdivision from receiving payments or funds from the Settlements;

**WHEREAS**, the State of Utah has elected to participate in both of the Settlements and is or has reached an agreement on how to allocate the Settlement payments within the State of Utah;

**WHEREAS**, the City Council desires to have Santaquin City participate in the Settlements in order to benefit Santaquin City residents, help alleviate the impacts and harm caused by the opioid epidemic, and ensure that Settlements are effective and that Santaquin City will be eligible to receive funds from the Settlements.

**NOW THEREFORE, BE IT RESOLVED** by the Santaquin City Council as follows:

1. The City Council approves the participation of Santaquin City in the Settlements, recognizing that such participation is an absolute, unconditional, and irrevocable settlement and waiver of claims that Santaquin City had or may have had against McKesson, Cardinal Health, AmerisourceBergen, Janssen Pharmaceuticals, Inc., Johnson & Johnson, and related companies, related to such entities' activities in connection with to opioids, opiates, and other substances, according to the terms and conditions set forth in the proposed Settlements.
2. To the extent possible, the City Council designates the Mayor to act on behalf of Santaquin City to ensure that Santaquin City participates in the Settlements.
3. The City Council authorizes and directs the Mayor and City Staff to review and execute such documents and to take such other actions as may be necessary to ensure that Santaquin City participates in the Settlements.
4. If further or additional approvals by the City Council are required, the City Council directs that the matters be brought before the City Council as soon as possible for review.

**APPROVED and ADOPTED BY THE CITY COUNCIL OF SANTAQUIN CITY, UTAH**,  
this 14<sup>th</sup> day of December 2021.

SANTAQUIN CITY

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Kirk F. Hunsaker, Mayor

Attest:

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K. Aaron Shirley, City Recorder

### **Settlement Participation Form**

Governmental Entity:	Santaquin City	State:	UT
Authorized Signatory:	Mayor Kirk F. Hunsaker		
Address 1:	Santaquin City Hall		
Address 2:	275 West Main Street		
City, State, Zip:	Santaquin, Utah 84655		
Phone:	(801) 420-3052		
Email:	khunsaker@santaquin.org & breeves@santaquin.org		

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 dated July 21, 2021 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the 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 Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), 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 Released Entity in any forum whatsoever. The releases provided for in the Janssen 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 Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Janssen Settlement, each 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 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 Governmental Entity 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 Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

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

Name: Kirk F. Hunsaker

Title: Mayor of Santaquin City, Utah

Date: December 14, 2021

Attest: \_\_\_\_\_

K. Aaron Shirley, City Recorder