

RESOLUTION OF MUSKOGEE COUNTY, OKLAHOMA

RESOLUTION # 2025-08

August **25**, 2025

**A RESOLUTION TO APPROVE PARTICIPATION IN
GENERIC OPIOID MANUFACTURER DEFENDANTS SETTLEMENTS**

WHEREAS, pharmaceutical opioids have harmed the County of Muskogee, Oklahoma and its citizens. This harm was created and exacerbated by the misconduct and illegal activities of nine of the remaining generic opioid manufacturer defendants that were identified in the Court's June 22, 2022 and October 7, 2022 Orders. (Docket Nos. 4380 and 4670) (Collectively, all nine settling generic opioid manufacturers referred to herein as "Settling Defendants")

WHEREAS, the County of Muskogee, Oklahoma has claims against Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sandoz, Sun, and Zydus, and has filed suit to address and seek recovery for the harms caused to Muskogee County, Oklahoma and its citizens.

WHEREAS, the Settling Defendants have offered to settle claims of Muskogee County, Oklahoma in the Settlement Agreements of generic opioid manufacturers Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sandoz, Sun, and Zydus dated April 04, 2025.

THEREFORE, it was duly moved and seconded that the following resolution be adopted.

THEREFORE, BE IT RESOLVED that the County of Muskogee, Oklahoma hereby acknowledges receipt of and been informed of the material aspects of the Settlements relative to its claims against generic opioid manufacturers Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sandoz, Sun, and Zydus.

THEREFORE, BE IT RESOLVED, that the County of Muskogee, Oklahoma hereby elects to participate in and approves its participation in the Settlement Agreements, authorizes the Muskogee Board of County Commissioners to execute all Participation and Release Forms, as contained in Exhibit K of the Settlement Agreements, either electronically via DocuSign or in paper form, and agrees to the terms set forth.

THEREFORE, BE IT FURTHER RESOLVED that County of Muskogee, Oklahoma, further authorizes its Board of County Commissioners and legal counsel to take all actions required by the Settlement Agreements for the benefit of the County of Muskogee, Oklahoma, including executing any documents

required to finalize the participation of the County of Muskogee, Oklahoma in the Settlement Agreements with generic opioid manufacturers Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sandoz, Sun, and Zydus.

The County of Muskogee, Oklahoma adopted the above Resolution on the ____ day of August, 2025.


BOARD OF COUNTY COMMISSIONERS
OF MUSKOGEE COUNTY, OKLAHOMA



Muskogee County Commissioner

Dated this 25th day of Aug, 2025.

ATTEST:



Polly Irving, Muskogee County Clerk

25 day of Aug 2025
Chairman _____
Member K. J. [unclear]
Member Kenneth [unclear]
Attest Polly Irving
County Clerk



EXHIBIT C

Subdivision Participation Form

<u>Eligible Subdivision Name:</u>
<u>Case No.:</u>
<u>Authorized Signatory Name:</u>
<u>Authorized Signatory Title:</u>
<u>Address 1:</u>
<u>Address 2:</u>
<u>City, State, Zip:</u>
<u>Phone:</u>
<u>Email:</u>

The Eligible Subdivision identified above (“Subdivision”), in order to obtain and in consideration for the benefits provided to the Subdivision pursuant to the Settlement Agreement dated August 31, 2023 (“Sandoz Settlement”), and acting through the undersigned authorized official, is an “Eligible Entity” as defined in the Sandoz Settlement, and hereby elects to participate in the Sandoz Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Subdivision is aware of and has reviewed the Sandoz Settlement, understands that all terms in this Subdivision Participation Form (“Form”) have the meanings defined therein, and agrees that by this Form, the Subdivision elects to participate in the Sandoz Settlement and become a Participating Subdivision as provided therein.
2. The Subdivision agrees to the terms, representations, and warranties of the Sandoz Settlement pertaining to Participating Subdivisions as defined therein.
3. By agreeing to the terms of the Sandoz Settlement and becoming a Releasor, the Subdivision is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
4. The Subdivision agrees to use any monies it receives through the Sandoz Settlement solely for the purposes provided therein.
5. By signing this Participation Form, the Subdivision agrees that, pursuant to the Sandoz Settlement, Settlement Referee David R. Cohen will set the procedures by which the allocation will be completed for this settlement and will determine the final allocation between the Participating Subdivisions pursuant to the terms of the Sandoz Settlement.
6. The Subdivision agrees that any disputes arising out of this Agreement shall be heard before Settlement Referee David R. Cohen as the arbitrator designated by the

parties in the Sandoz Settlement to resolve disputes through binding arbitration.

7. The Subdivision has the right to enforce the Sandoz Settlement as provided therein.
8. The Subdivision, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Sandoz Settlement, including but not limited to all provisions of Section II (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 Subdivision hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, 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 Sandoz 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 each Releasor to release claims. The releases shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Sandoz Settlement, each Subdivision 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.
10. 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 Participating Subdivision (for itself and its Releasors) 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 Participating Subdivision's decision to enter into the Sandoz Settlement or the Participating Subdivision's decision to participate in the Sandoz Settlement.
11. The Participating Subdivision, or their attorneys, shall provide a properly executed Participation Form to the Participating Subdivision Designees and to Sandoz by electronic mail to ParticipationandDismissals@NationalOpioidOfficialSettlement.com in accordance with the time limitations and terms of the Sandoz Settlement.
12. Within 21 days after the Effective Date set forth in the Sandoz Settlement, the Subdivision shall file a request to dismiss with prejudice any Released Claims that

it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Subdivision hereby authorizes the Participating Subdivision Designees to execute and file on behalf of the Subdivision a Stipulation of Dismissal With Prejudice.

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

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

Signature:



Name:

Title:

Date:



25 day of Aug 2025

Chairman [Signature]

Member [Signature]

Member [Signature]

Attest [Signature]

County Clerk

This document was electronically signed by:


<table border="1"><tr><td>Date</td><td></td></tr><tr><td>IP Address</td><td></td></tr></table>	Date		IP Address		 BROWNGREER.COM
Date					
IP Address					

EXHIBIT C

Subdivision Participation Form

<u>Eligible Subdivision Name:</u> Muskogee County
<u>Case No.:</u> 4380 and 4670
<u>Authorized Signatory Name:</u> Ken Doke
<u>Authorized Signatory Title:</u> Board of County Commissioners Chairman
<u>Address 1:</u> 400 W Broadway
<u>Address 2:</u>
<u>City, State, Zip:</u> Muskogee Ok 74401
<u>Phone:</u> 918-682-9601
<u>Email:</u> bocc@readymuskogee.org

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2. The Subdivision agrees to the terms, representations, and warranties of the Sandoz Settlement pertaining to Participating Subdivisions as defined therein.
3. By agreeing to the terms of the Sandoz Settlement and becoming a Releasor, the Subdivision is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
4. The Subdivision agrees to use any monies it receives through the Sandoz Settlement solely for the purposes provided therein.
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parties in the Sandoz Settlement to resolve disputes through binding arbitration.

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

Signature:



Name:

Title:

Date:

_____ day of _____ 20____

Chairman _____

Member _____

Member _____

Attest _____

County Clerk

Melissa Lee

Subject: Muskogee County (Opioid) : Muskogee County BOCC MEETING
Location: Conference Call - Muskogee County BOCC Meeting
Start: Mon 8/25/2025 9:00 AM
End: Mon 8/25/2025 9:30 AM
Show Time As: Tentative
Recurrence: (none)
Meeting Status: Not yet responded
Organizer: Carter Cole

Muskogee County BOCC MEETING

Conference call to discuss Purdue/Sackler settlement and the remaining Opioid Manufacturer's settlement. Need to have Resolutions and Sandoz Participation Form signed/completed. Please email back to Carter Cole.

Please call the following to discuss the opioid settlements if you have any questions at 9:15 AM when you get into Executive Session of your BOCC Meeting on Monday, 8/18/2025. Thanks!

Primary Attorney Contact

- **Harrison Lujan** – Cell: 405-888-6911

Fullmer/Sill Law Firm

Backup Attorney Contacts

- **Matt Sill** – Cell: 405-464-6909
- **Curtis Bruehl** – Cell: 405-826-9089