

RESOLUTION OF MUSKOGEE COUNTY, OKLAHOMA

RESOLUTION # _____
AUGUST 29, 2022

**A RESOLUTION TO APPROVE PARTICIPATION IN
JANSSEN OKLAHOMA SUBDIVISION OPIOID SETTLEMENT AGREEMENT**

WHEREAS, pharmaceutical opioids have harmed Muskogee County, OK and its citizens. This harm was created and exacerbated by the misconduct and illegal activities of opioid manufacturers and distributors, including Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (collectively "Janssen").

WHEREAS, Muskogee County, Oklahoma, filed suit to address and seek recovery for the harms cause to it and its citizens, which suit is Case No. CJ-2020-116 filed in Muskogee County, Oklahoma, on March 11, 2020.

WHEREAS, Janssen has agreed to settle the claims of certain Oklahoma Participating Subdivisions in the Janssen Oklahoma Subdivision Opioid Settlement Agreement.

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

THEREFORE, BE IT RESOLVED that Muskogee County, Oklahoma hereby elects to, and approves its participation in, the Janssen Oklahoma Subdivision Opioid Settlement Agreement, authorizes its Board of County Commissioners, to execute the Settlement Participation Form contained in the Janssen Oklahoma Subdivision Opioid Settlement Agreement as Exhibit C, and authorizes its counsel to take all actions required by Exhibit C and the Janssen Oklahoma Subdivision Opioid Settlement Agreement to effectuate the Janssen Oklahoma Subdivision Opioid Settlement Agreement for the benefit of Muskogee County, Oklahoma.

The Board of County Commissioners of Muskogee County, Oklahoma adopted the above Resolution on the 29 day of August, 2022.

BOARD OF COUNTY COMMISSIONERS
OF MUSKOGEE COUNTY, OKLAHOMA



Ken Doke, Commissioner – District 1

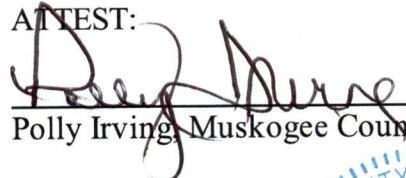


Keith Hyslop, Commissioner – District 2



Kenny Payne, Commissioner – District 3

Dated this 29 day of Aug, 2022.

ATTEST:


Polly Irving, Muskogee County Clerk

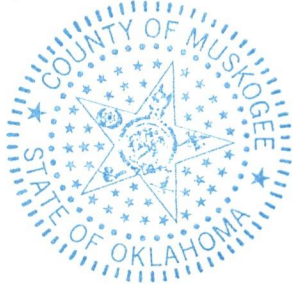


EXHIBIT C
Settlement Participation Form

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 dated _____, 2022 (“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 Participation Date, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Participating 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 Participation 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 of Pottawatomie County, State of Oklahoma 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 III (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. The Janssen Settlement does not release or effect in any way the claims asserted by the State of Oklahoma against a Released Entity.

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 date that the settlement payment defined in Section IV.B of the Janssen Settlement is made to the Settlement Fund Escrow, 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 have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: Kenny W. Payne
Name: Kenny Payne
Title: Chairman, BOCC
Date: 8/29/2022