

State of Louisiana



Parish of Grant In the Name and By the Authority of The Police Jury of Grant Parish

Motion by Mr. Winston Roberts, and seconded by Mr.
Cephas Bowie Jr. and carried to adopt the following Resolution:

RESOLUTION NO. 14-2024

A Resolution authorizing Grant Parish to participate in the recent national *Kroger Settlement Agreement* (“Kroger National Settlement”),¹ and any future settlements with any additional defendants or other parties arising from or relating to Grant Parish’s claims in the national opioid litigation (“Future National Settlements”), in conjunction with and pursuant to the previously agreed to Louisiana Memorandum of Understanding with the Louisiana Attorney General’s Office (“Louisiana MOU”).²

WHEREAS, Grant Parish has suffered harm from the opioid epidemic;

WHEREAS, Grant Parish recognizes that the entire State of Louisiana has suffered harm as a result from the opioid epidemic;

WHEREAS, the State of Louisiana has a pending action in state court, and a number of Louisiana Parishes, Cities and Special Districts have also filed actions in state court or have been transferred to, or directly in, *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (the “Opioid Litigation” or “national opioid litigation”).

WHEREAS, Grant Parish is a litigating political subdivision and has a pending action in the Opioid Litigation,³

WHEREAS, this Kroger National Settlement was publicly announced to all potential participating subdivisions nationwide on or around May 30, 2024;

WHEREAS, Kroger⁴ has not been named as a party in Grant Parish’s pending action in the Opioid Litigation;

WHEREAS, Grant Parish recognizes, acknowledges and accepts that it is eligible to participate in the recently announced Kroger National Settlement, even though Kroger is not a named party in Grant Parish’s pending action;

¹ Available at: <https://nationalopioidsettlement.com/>; <https://nationalopioidsettlement.com/faq-explanatory-charts/>; <https://nationalopioidsettlement.com/kroger-co-settlement/>; <https://nationalopioidsettlement.com/faq-explanatory-charts/>.

² See <https://nationalopioidsettlement.com/states/louisiana/> and <https://nationalopioidsettlement.com/wp-content/uploads/2021/10/2021.10.21-MOU-Opioid-Litigation.pdf>.

³ *Grant Parish, Louisiana v. Purdue Pharma L.P. et al*, Case No. 1:19-op-45277-DAP (N.D. Ohio).

⁴ “Kroger” includes all those listed in the relevant Settlement Agreement, including those identified in Section I, Paragraph MMM of the Settlement Agreement and those listed in Exhibit J appended to Settlement Agreement, including all of their subsidiaries, predecessors, successors, joint venturers, current officers, directors, employees, representatives, agents, affiliates, parents, and assigns.

WHEREAS, Grant Parish recognizes and acknowledges that it will likely be eligible to participate in Future National Settlements arising from or relating to the national opioid litigation and/or Grant Parish's claims and pending action;

WHEREAS, participation in the Kroger National Settlement by a large majority of Louisiana cities, parishes and special districts will maximize the amount of funds allocated for Louisiana under the Settlement Agreement;

WHEREAS, failure to participate in the Kroger National Settlement will reduce funds available to the State, Grant Parish, and every other Louisiana City, Parish and Special District;

WHEREAS, participation in Future National Settlements by a large majority of Louisiana cities, parishes and special districts will likely maximize the amount of funds allocated for Louisiana under those future Settlement Agreements;

WHEREAS, failure to participate in Future National Settlements will likely reduce funds available to the State, Grant Parish, and every other Louisiana City, Parish and Special District;

WHEREAS, Grant Parish's private attorneys from Neblett, Beard & Arsenault (and other co-counsel firms) have sufficiently explained the details of the Kroger National Settlement to Grant Parish (through its Parish Manager or other representative), Grant Parish has had an opportunity to ask questions concerning same, and Grant Parish's private attorneys have satisfactorily answered those questions to the best of their ability and based on currently available information;

WHEREAS, Grant Parish's private attorneys from Neblett, Beard & Arsenault (and other co-counsel firms) will explain the details of any Future National Settlements to Grant Parish (through its Parish Manager or other representative), Grant Parish will have an opportunity to ask questions concerning same, and Grant Parish's private attorneys will answer those questions to the best of their ability and based on then-available information;

WHEREAS, Grant Parish's private attorneys from Neblett, Beard & Arsenault (and other co-counsel firms) firmly believe that Grant Parish's participation in the current Kroger National Settlement and Future National Settlements is and will be in Grant Parish's best interest;

WHEREAS, Grant Parish's private attorneys from Neblett, Beard & Arsenault (and other co-counsel firms) strongly recommend that Grant Parish participate in the current Kroger National Settlement and any Future National Settlements arising from or relating to Grant Parish's pending action and claims in the national opioid litigation, and agree to be bound by the terms thereof; and

WHEREAS, Grant Parish finds it prudent, appropriate and necessary to: (1) authorize the Parish President or his/her designee, including the Parish Manager, to agree to any and all current and future National Settlements arising from or relating to resolution of Grant Parish's claims in the National Opioid Litigation and its pending action; and (2) authorize the Parish President, or his/her designee including the Parish Manager, to execute any formal agreements required by the Louisiana MOU or required to effect Grant Parish's participation in all current and future National Settlements, including but not limited to, any Subdivision Settlement Participation Form(s)/Agreement(s), Release(s) or other documents required by any Settlement Agreements arising from or relating to resolution of Grant Parish's claims in the National Opioid Litigation and pending action.

NOW, THEREFORE, BE IT RESOLVED BY THE GRANT PARISH POLICE JURY:

SECTION 1. That Grant Parish finds that participation in the Kroger National Settlement is in the best interest of Grant Parish, its citizens, and its community(ies).

SECTION 2. That Grant Parish hereby re-affirms its support of a unified plan for the allocation of any funds and use of opioid settlement proceeds as generally described in the previously agreed-to and executed Louisiana MOU.

SECTION 3. That the Parish President or his/her designee, including the Parish Manager, is hereby authorized to execute any and all documents or formal agreements to effectuate Grant Parish's participation in the current Kroger National Settlement, including but not limited to, Settlement Participation Form(s)/Agreement(s), Releases and other necessary documents.

SECTION 4. That the Parish President or his/her designee, including the Parish Manager, is also hereby authorized to: (1) agree to any and all current and future National Settlements arising from or relating to resolution of Grant Parish's claims in the National Opioid Litigation and its pending action; (2) execute any formal agreements required by the Louisiana MOU or required to effect Grant Parish's participation in all current and future National Settlements, including but not limited to, any Subdivision Settlement Participation Form(s)/Agreement(s), Release(s) or other documents required by any Settlement Agreements arising from or relating to resolution of Grant Parish's claims in the National Opioid Litigation and its pending action.

SECTION 5. That Grant Parish's private attorneys from Neblett, Beard & Arsenault (and other co-counsel firms) are authorized to perform any and all work necessary to accomplish resolution of Grant Parish's claims in the National Opioid Litigation and its pending action.

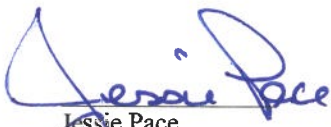
SECTION 6. That the Secretary/Treasurer/Parish Manager be and hereby is instructed to record this Resolution in the appropriate record book upon its adoption.


SECTION 7. The Secretary/Treasurer/Parish Manager is hereby directed to furnish a certified copy of this Resolution to:

Neblett, Beard & Arsenault
c/o Dustin C. Carter
P.O. Box 12120
Alexandria, LA 71315

SECTION 6. This Resolution shall take effect immediately upon its adoption.

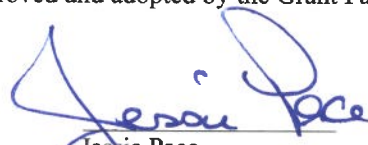
Passed, approved, and adopted this 11th day of July, 2024.


Jessie Pace
Secretary / Treasurer / Parish Manager
Grant Parish Police Jury


Mark Ball
President
Grant Parish Police Jury

CERTIFICATE

I, Jessie Pace, Secretary/Treasurer of the Grant Parish Police Jury, do hereby certify that the above and foregoing constitutes a true and correct copy of a Resolution passed, approved and adopted by the Grant Parish Police Jury on the 11th day of July, 2024.


Jessie Pace
Secretary / Treasurer / Parish Manager
Grant Parish Police Jury