

# State of Louisiana



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

Motion by Mr. Arnold Murrell, seconded by Mr. Winston Roberts to approve Resolution 28-2021; Opioid Litigation. Motion carried.

### RESOLUTION 28-2021

A Resolution authorizing Grant Parish to join with the State of Louisiana and other local governmental units/subdivisions as a participant in the tentative *NATIONAL SETTLEMENTS* expressed in the *Distributor Settlement Agreement* and the *Janssen Settlement Agreement* (the "National Settlements")<sup>1</sup> and *LOUISIANA STATE-LOCAL GOVERNMENT OPIOID LITIGATION MEMORANDUM OF UNDERSTANDING* (the "Louisiana MOU"),<sup>2</sup> as well as any subsequent Formal Agreements necessary to implement the Louisiana MOU, including but not limited to, the Subdivision Settlement Participation Form(s)/Agreement(s) in Exhibit K of the *Distributor Settlement Agreement* and the *Janssen Settlement Agreement*.

**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 and Cities 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").

**WHEREAS**, Grant Parish is a litigating subdivision and has a pending action in the Opioid Litigation;<sup>3</sup>

**WHEREAS**, the National Settlements with the "Big 3" Distributor Defendants<sup>4</sup> and Johnson & Johnson/Janssen Defendants<sup>5</sup> were publicly announced on or around July 22, 2021 in the Opioid Litigation;

**WHEREAS**, that State of Louisiana, through Attorney General Jeff Landry, has announced its intention to participate in the National Settlements, as well as its intention to be bound by the provisions of the Louisiana MOU;

**WHEREAS**, the State of Louisiana and private lawyers representing certain various local governments involved in the Opioid Litigation have proposed a unified plan for the allocation and use of prospective settlement dollars from opioid related litigation;

**WHEREAS**, the Louisiana MOU sets a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds and it is anticipated that formal agreements implementing the Louisiana MOU will be entered into at a future date;

**WHEREAS**, participation in the National Settlements and Louisiana MOU by a large majority of Louisiana cities and parishes will maximize the amount of funds allocated for Louisiana under the National Settlements and should improve Louisiana's relative bargaining position during additional settlement negotiations;

<sup>1</sup> Currently available at <https://nationalopioidsettlement.com/wp-content/uploads/2021/09/Final-Distributor-Settlement-Agreement-9.18.21.pdf>, and <https://nationalopioidsettlement.com/wp-content/uploads/2021/09/Janssen-7-30-21-updated-20210920.pdf>.

<sup>2</sup> Currently available at <https://nationalopioidsettlement.com/wp-content/uploads/2021/10/2021.10.21-MOU-Opioid-Litigation.pdf>.

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

<sup>4</sup> The "Big 3" Distributor Defendants include McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation, including all of their subsidiaries, predecessors, successors, current officers, directors, employees, representatives, agents, affiliates, parents, and assigns acting on their behalf as defined by Paragraph HHH (page 8) and listed on Exhibit J to the National *Distributors Settlement Agreement*.

<sup>5</sup> The Johnson & Johnson/Janssen Defendants include Johnson & Johnson, Janssen Pharmaceuticals, Inc., OrthoMcNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc., including all of their subsidiaries, predecessors, successors, joint venturers, current officers, directors, employees, representatives, agents, affiliates, parents, and assigns as explained in Paragraph 60 (pages 8-9) of the *Janssen Settlement Agreement*.

**WHEREAS**, failure to participate in the National Settlements and Louisiana MOU will reduce funds available to the State, Grant Parish, and every other Louisiana City and Parish;

**WHEREAS**, Grant Parish's private attorneys from Neblett, Beard & Arsenault (and other co-counsel firms) have sufficiently explained the details of the National Settlements and Louisiana MOU to Grant Parish, 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) firmly believe that Grant Parish's participation in the (1) National Settlements and (2) Louisiana MOU is in Grant Parish's best interest; and

**WHEREAS**, Grant Parish's private attorneys from Neblett, Beard & Arsenault (and other co-counsel firms) strongly recommend that Grant Parish participate in the National Settlements and Louisiana MOU, and agree to be bound by the terms thereof.

**NOW, THEREFORE, BE IT RESOLVED BY GRANT PARISH:**

**SECTION 1.** That Grant Parish finds that participation in the National Settlements and Louisiana MOU is in the best interest of Grant Parish and its citizens.

**SECTION 2.** That Grant Parish hereby expresses its support of a unified plan for the allocation of any funds and use of opioid settlement proceeds as generally described in the Louisiana MOU.

**SECTION 3.** That Neblett, Beard & Arsenault is hereby expressly authorized to execute the Louisiana MOU on Grant Parish's behalf.

**SECTION 4.** That Grant Parish Policy Jury President Donald Arnold is hereby authorized to execute any formal agreements implementing a unified plan for the allocation and use of opioid settlement proceeds that is not substantially inconsistent with the Louisiana MOU and this Resolution, including but not limited to Subdivision Settlement Participation Form(s)/Agreement(s) in Exhibit K of the National *Distributor Settlement Agreement* and the *Janssen Settlement Agreement*.

**SECTION 5.** That the Secretary be and hereby is instructed to record this Resolution in the appropriate record book upon its adoption.

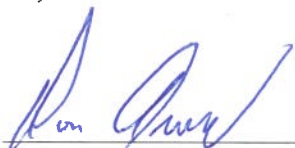
**SECTION 6.** The Secretary, or Neblett, Beard & Arsenault, is hereby directed to furnish a certified copy of this Resolution to the Louisiana Attorney General at:

Attorney General Jeff Landry  
c/o Bill Stiles  
Post Office Box 94005  
Baton Rouge, LA 70804

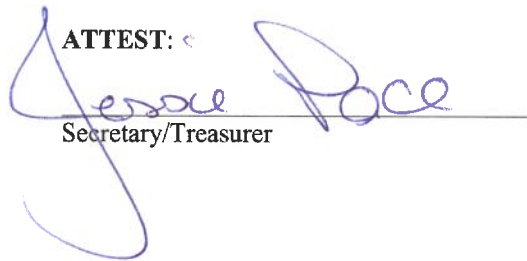
**SECTION 7.** This Resolution shall take effect immediately upon its adoption.

Adopted this 18<sup>TH</sup> day of November, 2021.

**POLICE JURY PRESIDENT:**

  
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**ATTEST:**

  
Secretary/Treasurer

**Settlement Participation Form**

Governmental Entity: GRANT PARISH	State: LA
Authorized Signatory: Don Arnold	
Address 1: c/o Neblett, Beard & Arsenault	
Address 2: 2220 Bonaventure Court	
City, State, Zip: Alexandria, LA 71301	
Phone: 318-561-2500	
Email: dcarter@nbalawfirm.com	

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: Don Arnold

Name: Don Arnold

Title: Police Jury President, Grant Parish

Date: 11/18/2021



**Settlement Participation Form**

Governmental Entity: GRANT PARISH	State: LA
Authorized Signatory: Don Arnold	
Address 1:	c/o Neblett, Beard & Arsenault
Address 2:	2220 Bonaventure Court
City, State, Zip:	Alexandria, LA 71301
Phone:	318-561-2500
Email:	dcarter@nbalawfirm.com

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

1. The Governmental Entity is aware of and has reviewed the Distributor 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 Distributor 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 Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor 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 Distributor 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 Distributor Settlement.
7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.



8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including but not limited to all provisions of Part XI, 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 Distributor 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 Distributor 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 Distributor Settlement.
10. In connection with the releases provided for in the Distributor 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 Distributor Settlement.
11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Distributor Settlement in any respect, the Distributor 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: Don Arnold

Title: Police Jury President, Grant Parish

Date: 11/18/2021

