

A RESOLUTION AUTHORIZING THE CITY OF ROLLING MEADOWS' PARTICIPATION IN THE NATIONAL MULTISTATE OPIOID SETTLEMENT AND RATIFYING THE EXECUTION OF RELATED SETTLEMENT AGREEMENTS

WHEREAS, the State of Illinois has elected to join the two proposed national multistate opioid settlement agreements that have been reached, in order to resolve all opioid litigation claims brought by states and local political subdivisions against three pharmaceutical distributors ("Distributors") and one manufacturer ("Janssen") (collectively, the "Settlement Agreements"); and

WHEREAS, the Illinois General Assembly has enacted Public Act 102-0085, which precludes any unit of local government, on or after July 9, 2021, from filing or becoming a party to any opioid litigation against an opioid defendant that is subject to a national multistate opioid settlement, unless approved by the Attorney General; and

WHEREAS, the City of Rolling Meadows (the "City"), as a unit of local government of the State of Illinois, is authorized to participate in the Settlement Agreements; and

WHEREAS, the Temporary City Manager has executed and submitted the appropriate forms on behalf of the City in a timely manner so that the City may participate in both the Janssen Settlement and Distributor Settlement; and

WHEREAS, the corporate authorities of the City find it advisable, necessary and in the best interest of the public to authorize and ratify the City's participation in the Settlement Agreements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rolling Meadows, Cook County, Illinois, as follows:

Section 1. The foregoing recital clauses to this Resolution are adopted as the findings of the corporate authorities of the City and are incorporated herein by specific reference.

Section 2. The corporate authorities of the City hereby approve the City's opting-in to the National Multistate Opioid Settlement Agreements, which include the proposed settlement agreement with Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (the "Janssen Settlement") and the proposed settlement agreement with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation (the "Distributor Settlement").

Section 3. The corporate authorities of the City hereby authorize and ratify the Temporary City Manager's execution and submission of the Settlement Participation Form, a copy of which is attached hereto as Exhibit "A" and made a part hereof, on behalf of the City, in order participate in the Janssen Settlement.

Section 4. The corporate authorities of the City hereby authorize and ratify the Temporary City Manager's execution and submission of the Settlement Participation Form, a copy of which is attached hereto as Exhibit "B" and made a part hereof, on behalf of the City, in order to participate in the Distributor Settlement.

Section 5. The corporate authorities of the City hereby authorize the City Manager to execute any agreements, memoranda or other documents and take any other further action necessary to effectuate the City's participation in the Settlement Agreements or any other agreements applicable to the recovery of funds related to the litigation of the opioid crisis.

Section 6. This Resolution shall be in full force and effect upon its adoption, as provided by law.

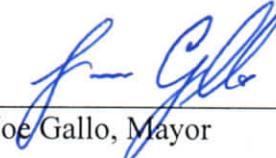
ADOPTED this 11th day of January, 2022, by the City Council of the City of Rolling Meadows on a roll call vote as follows:

AYES: Sanoica, McHale, Budmats, O'Brien, Vinezeano, Bisesi, Reyez

NAYS: 0

ABSENT: 0

APPROVED this 11th day of January, 2022.



Joe Gallo, Mayor

ATTEST:



Judith Brose, Deputy City Clerk

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

Designed by:
Signature: John Nowacki
Name: John Nowacki
Title: Temp City Manager
Date: 12/7/2021



EXHIBIT "B"
Distributor Settlement Participation Form

Copyright Envelope ID: 25382122-2103-41A7-B00C-0A2033E1047

Settlement Participation Form

| | |
|--|-----------|
| Governmental Entity: Rolling Meadows city | State: IL |
| Authorized Signatory: John Nowacki | |
| Address 1: 3600 Kirchoff Rd. | |
| Address 2: | |
| City, State, Zip: Rolling Meadows Illinois 60008 | |
| Phone: 847-870-9061 | |
| Email: nowackij@cityrm.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 ("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: John Nowacki
Name: John Nowacki
Title: Temp City Manager
Date: 12/14/2021

