

TUSCOLA COUNTY

BOARD OF COMMISSIONERS

125 W. Lincoln Street
Suite 500
Caro, MI 48723

Telephone: 989-672-3700
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At a regular meeting of the Board of Commissioners of the County of Tuscola, State of Michigan, held on September 11, 2025, with the meeting called to order at 8:00 a.m.

PRESENT John Goodchild, Thomas Bardwell, Kim Vaughan,
Bill Dutzy, Matt Koch

ABSENT: none

The following resolution was offered by Commissioner Dutzy and
seconded by Commissioner Koch:

RESOLUTION 2025-12

Resolution Authorizing Entry of Participation Agreements in Partial Settlement of the National Prescription Opiate Litigation

WHEREAS, the Tuscola County filed a lawsuit to address the public nuisance that is the Opioid Epidemic;

AND WHEREAS, Sandoz, Inc. ("Sandoz") has negotiated a proposed settlement agreement ("Proposed Settlement") with Participating Subdivisions and Participating Tribes;

AND WHEREAS, the Proposed Settlement contains an agreement for Sandoz to establish a \$99,500,000 settlement fund to resolve pending opioid-related litigation;

AND WHEREAS, Tuscola County previously executed Participation Agreements for the Distributor and Janssen Settlements, as well as the Teva, Allergan, CVS, Walmart, Walgreens, and Kroger Settlements, which have conferred and continue to confer valuable benefits;

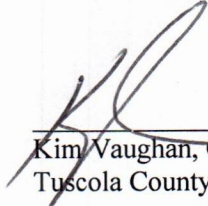
NOW THEREFORE, Tuscola County authorizes the execution of a Participation Agreement for the Sandoz Settlement Agreement. A specimen copy of the material terms of the participation agreement is attached as Exhibit A to this resolution.

ADOPTED: Yeas: Hodchick, Hardwell, Tutty, Koch, Vaughan

Nays: none

Absent: none

Date September 11, 2025

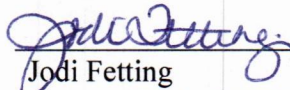


Kim Vaughan, Chairperson
Tuscola County Board of Commissioners

STATE OF MICHIGAN)
) SS
COUNTY OF TUSCOLA)

I, the undersigned, the duly qualified and acting County Clerk of the County of Tuscola, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by a majority vote of the members elect of the Tuscola County Board of Commissioners at a regular meeting of said Board of Commissioners held on September 11, 2025 the original of which is on file in my office.

I further certify that notice of the meeting was given in accordance with the Open Meetings Act.



Jodi Fetting
County Clerk, MCCO
County of Tuscola

EXHIBIT C

Subdivision Participation Form

<u>Eligible Subdivision Name:</u>	Tuscola County
<u>Case No.:</u>	
<u>Authorized Signatory Name:</u>	Kim Vaughan
<u>Authorized Signatory Title:</u>	Chairperson
<u>Address 1:</u>	125 W. Lincoln Street
<u>Address 2:</u>	
<u>City, State, Zip:</u>	Caro Michigan 48723
<u>Phone:</u>	989-672-3700
<u>Email:</u>	kvaughan@tuscolacounty.org

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:

Kim Vaughan

Title:

Chairperson

Date:

September 11, 2025