

A RESOLUTION OF CITY COUNCIL OF HURRICANE, UTAH APPROVING THE CITY'S PARTICIPATION IN THE SETTLEMENT AGREEMENT WITH JOHNSON & JOHNSON, JANSSEN PHARMACEUTICALS, INC., ORTHO-MCNEIL-JANSSEN PHARMACEUTICALS, INC., AND JANSSEN PHARMACEUTICAL, INC., (COLLECTIVELY "JANSSEN"), AND AUTHORIZING THE EXECUTION OF THE SETTLEMENT PARTICIPATION FORM AND ALL OTHER NECESSARY DOCUMENTS ON BEHALF OF THE CITY TO PARTICIPATE IN THE SETTLEMENT AGREEMENT DATED JULY 21, 2021.

**WHEREAS**, the opioid epidemic that has cost thousands of human lives across the country has also impacted Utah and its cities and counties by adversely affecting, among other things, the delivery of emergency medical, law enforcement, criminal justice, mental health and substance abuse services, and other services; and

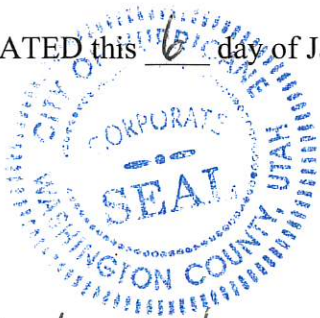
**WHEREAS**, the State of Utah and its cities and counties have been required and will continue to be required to allocate substantial taxpayer dollars, resources, staff energy and time to address the damage the opioid epidemic has caused and continues to cause the citizens of Utah; and

**WHEREAS**, in order to advance their common interests, the State of Utah and its representatives have participated in extensive negotiations which have resulted in a Settlement Agreement dated July 21, 2021 relating to the allocation and use of litigation recoveries relating to the opioid epidemic; and

WHEREAS, the City of Hurricane desires to participate in said Settlement Agreement,

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Hurricane, Utah hereby authorizes and approves the execution and delivery of the Settlement Participation Form attached hereto and incorporated herein as if fully set forth, as well as any other documents required for participation in the Settlement Agreement of July 21, 2021.

DATED this 6 day of January 2022.



*Nanette Billings*  
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Nanette Billings, Mayor

Attest:

*Cindy Beteag*  
\_\_\_\_\_  
Cindy Beteag, City Recorder

**Settlement Participation Form**

Governmental Entity: Hurricane city	State: UT
Authorized Signatory: Nanelle Billings or Kaden Demile	
Address 1: 147 N. 870 W	
Address 2:	
City, State, Zip: Hurricane, UT. 84737	
Phone: 435-635-2811	
Email: kaden@cityofhurricane	

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: Nanette Billings  
Name: Nanette Billings  
Title: Mayor of The City of Hurricane  
Date: Jan 6 2022

