

RESOLUTION NO. 37-2026

Introduced by: Joe Dike

AN EMERGENCY RESOLUTION TO ACCEPT THE MATERIAL TERMS OF THE SETTLEMENT AGREEMENT AMONG PARTICIPATING SUBDIVISIONS AND REMNANT DEFENDANTS.

WHEREAS, the City of Huron, Ohio (“City”) is a Charter City formed and organized pursuant to the Constitution and the laws of the State of Ohio; and

WHEREAS, the City was one of thousands of other political subdivisions across the United States which have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Opioid Pharmaceutical Supply Chain; and

WHEREAS, the City was one of thousands of other political subdivisions (collectively “Political Subdivisions”) across the United States which were engaged in litigation seeking to hold Opioid Pharmaceutical Companies and their supply chains accountable for the damage caused by their misfeasance, nonfeasance and malfeasance; and

WHEREAS, some of the cases were consolidated into a single class action in the Northern District of Ohio Eastern Division styled *In re: National Prescription Opiate Litigation*, MDL 2804, Case No. 1:17-md-2804 (the “Litigation”); and

WHEREAS, a settlement agreement (“Agreement”) has been reached in the Litigation to fully and finally resolve all claims the Political Subdivisions and certain of the remaining defendants, including: (1) Associated Pharmacies, Inc., (and American Associated Pharmacies), J M Smith Corporation, (3) Morris and Dickson Co. L.L.C., (4) Louisiana Wholesale Drug Company, Inc., (5) North Carolina Mutual Wholesale Drug Company, Inc., and (6) United Natural Foods, Inc. (and SuperValue) (collectively “Remnant Defendants”); and

WHEREAS, the Agreement will enable the City, as one of the Political Subdivisions, to receive funds from the Remnant Defendants pursuant to the terms of said Agreement for use in accordance with a “List of Opioid Remediation Uses” attached as Exhibit D to the Agreement, a copy of which is maintained in the office of the Clerk of Council, a copy of which is attached hereto as Exhibit 1; and

WHEREAS, to participate in the Agreement and receive a portion of said sums, the City is required to execute and return a “Combined Subdivision Participation and Release Form”, a copy of which is attached hereto as Exhibit 2; and

WHEREAS, the Council wishes to agree to the material terms of the proposed Agreement with the Remnant Defendants and participate in the proposed settlement:

**NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL
OF THE CITY OF HURON, OHIO:**

SECTION 1: That Council hereby authorizes the City Manager to accept on behalf of the City the terms of the Settlement Agreement Among Participating Subdivisions and Remnant Defendants, a copy of which is on file with the City, by executing on behalf of the City all documents necessary for acceptance of the Agreement.

SECTION 2: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3: This Resolution shall be in full force and effect from and immediately following its adoption.



Monty Tapp, Mayor

ATTEST: 

Clerk of Council

ADOPTED: 28 APR 2026

EXHIBIT G

Six (6) Remnant Defendants'
Combined Subdivision Participation and Release Form
("Combined Participation Form")

Governmental Entity: Huron city	State: Ohio
Authorized Official: Stuart Hamilton	
Address 1: 417 Main St.	
Address 2:	
City, State, Zip: Huron, Ohio 44839	
Phone: 419-433-5000	
Email: stuart.hamilton@huronohio.us	

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 six (6) Remnant Defendants' Settlement Agreement ("RDSA"), dated February 23, 2026, and described further in Paragraph 1, and acting through the undersigned authorized official, hereby elects to participate in the RDSA, release all Released Claims against all Released Entities, and agrees as follows:

1. The Governmental Entity hereby elects to participate in the RDSA as a Participating Subdivision with each of the following six (6) Remnant Defendants that are parties to the RDSA: (1) Associated Pharmacies, Inc. (and American Associated Pharmacies), (2) J M Smith Corporation, (3) Morris and Dickson Co., L.L.C., (4) Louisiana Wholesale Drug Company, Inc., (5) North Carolina Mutual Wholesale Drug Company, Inc., and (6) United Natural Foods, Inc. (and SuperValu).
2. The Governmental Entity is aware of and has reviewed the RDSA, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in the RDSA, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in the RDSA and become a Participating Subdivision as provided in the RDSAs.
3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in the RDSA. With respect to any Released Claims pending in *In Re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of six (6) Remnant Defendants listed in Paragraph 1 above substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.
4. The Governmental Entity agrees to the terms of each of the RDSA pertaining to Participating Subdivisions as defined therein.


5. By agreeing to the terms of the RDSA settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the RDSA solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the MDL Court and agrees to follow the process for resolving any disputes described in the RDSA.
8. The Governmental Entity has the right to enforce the RDSA as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes of the RDSA, including without limitation all provisions related to release of any claims, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether 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 the RDSA in any forum whatsoever. The release provided for in the RDSA is intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in the RDSA 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 RDSA shall be a complete bar to any Released Claim against the Released Entities.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the RDSA.
11. In connection with the releases provided in the RDSA, 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 in the RDSA, 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 RDSA.

12. The Governmental Entity understands and acknowledges that nothing herein is intended to modify in any way the terms of any of the RDSA, to which Governmental Entity hereby agrees. To the extent this Combined Participation Form is interpreted differently from the RDSA in any respect, the RDSA controls.

I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature:  _____

Name: Stuart Hamilton

Title: City Manager

Date: 04/29/2026