CITY COUNCIL
GIL MCDOUGAL, MAYOR
MICHAEL YOUNG, MAYOR PRO-TEM
DANNY CARTER
SHIRLEY MARCHMAN
LESLIE MCPHERSON
MATTHEW MOMTAHAN

City of Villa Rica

CITY MANAGER: TOM BARBER
CITY CLERK: ALISA DOYAL
CITY ATTORNEY: C. DAVID MECKLIN

571 W BANKHEAD HWY
VILLA RICA, GA. 30180
770.459.7000 | VILLARICA.ORG

SPECIAL CALLED CITY COUNCIL MEETING AGENDA

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street
November 30, 2021 | 3:00 PM

Meeting Call to Order (Mayor Gil McDougal)

Adoption of the Agenda (Mayor Gil McDougal)

Public Comment (We ask that you sign in for Public Comment before the meeting begins. Please state your Name and Address for the record and limit your comments to three minutes.)

A. Governing Body (Mayor Gil McDougal)

1. Opioid Litigation Settlement Agreement and Resolution (Tom Barber, City Manager)

2. Redistricting (Tom Barber, City Manager)

B. Executive Session (David Mecklin, City Manager)

1. Meeting to discuss or deliberate upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee as provided in Georgia Code section 50-14-3(b)(2).

C. Adjournment (Mayor Gil McDougal)

Agenda Item:_______

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: Resolution Authorizing Participation in Opioid Litigation Settlement

AGENDA DATE: November 29, 2021

DATE PREPARED: November 24, 2021

PREPARED BY: Tom Barber

AMOUNT: n/a

GL ACCOUNT #: n/a

FUNDING SOURCE: n/a

BUDGETED ITEM? n/a

PURPOSE: To adopt a resolution regarding the opioid litigation settlement.

BACKGROUND: The City is a participant in litigation against certain manufacturers and distributors of prescription opioids. The City wishes to join other local government entities in the State of Georgia as they agree to be bound by a Memo of Understanding (MOU) which allows them to participate in the National Distributor and J&J Settlements.

STAFF RECOMMENDATION: Staff recommends adoption of the resolution.

IMPACT: The financial impact is unknown at this time.

MOTION: I move to adopt the resolution to be bound by the MOU between the State of Georgia and certain local government entities and to authorize the Mayor to execute any and all documents required to participate in the National Distributor and J&J Settlements.

Brinson Askew Berry
BRINSON, ASKEW, BERRY, SEIGLER, RICHARDSON & DAVIS, LLP
Attorneys at Law

J. Anderson Davis
706.295.0566
adavis@brinson-askew.com

November 9, 2021

Via E-Mail

City of Villa Rica

Re: ***In Re: National Prescription Opiate Litigation***
Case No.: 1:17-mdl-2804, United States District Court for the Northern District of Ohio, Eastern Division (Hon. Dan A. Polster)

Dear Client:

Earlier this year, you did not sign a form agreeing to the settlement described below. **The State wants another form signed, as do the Pharmaceutical Companies.** New and old forms and a Resolution are enclosed.

Opioid distributor defendants McKesson Corporation, AmerisourceBergen Corporation, and Cardinal Health, Inc., and opioid manufacturer defendants Johnson & Johnson, Jannsen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (collectively the "Settling Defendants") reached separate settlement frameworks (referred to as the "National Distributor Settlement" and the "J&J Settlement") with certain states and local government entities for a collective $26 billion. The National Distributor and J&J Settlements are attached for your review and more information regarding these settlements can be found at: https://nationalopioidsettlement.com/.

In order for the National Distributor and J&J Settlements to become effective, enough states and local government entities must agree to participate in the settlements. If, in the Settling Defendants' discretion, not enough states and local government entities agree to participate in the settlements, the Settling Defendants can back out of the settlements, the settlements will not become effective, and litigation against the Settling Defendants will continue in *In Re: National Prescription Opiate Litigation*, MDL 2804 (the "MDL").

The National Distributor and J&J Settlements have widespread support from the Plaintiffs' Executive Committee, which represents the interests of local governments and leads the MDL, and the MDL Judge. The National Distributor and J&J Settlements also have widespread support in the State of Georgia, including from Governor Brian Kemp, Attorney General Chris Carr, and attorneys representing all of the other Georgia litigating cities, counties, sheriffs, and hospital authorities. We believe the National Distributor and J&J Settlements are the best way to maximize recovery to the State of Georgia and Georgia local government entities from the Settling Defendants and ensure that resources flow, particularly sooner rather than later, to local governments to abate the opioid epidemic.

In anticipation of the National Distributor and J&J Settlements, which have been the subject of negotiations since October 2019, there have been discussions concerning how to allocate settlement funds between the State of Georgia and Georgia local government entities. We have been actively involved in these discussions and the resultant Memorandum of Understanding ("MOU") between the State of Georgia and Certain Local Government Entities. A copy of the MOU, which only concerns the National Distributor and J&J Settlements and does not impact any claims you have pending against other defendants in the MDL, is attached for your review. [1] A copy of the represented local government entities involved in the MOU is also attached.

The purpose of the MOU is to maximize the monetary recovery from the National Distributor and J&J Settlements to the State of Georgia and local government entities and to memorialize an agreement between the State of Georgia and certain Georgia local government entities regarding how settlement funds will be distributed intrastate before the State of Georgia officially joins the National Distributor and J&J Settlements. We believe your agreeing to the MOU is in your best interests and in the best interests of all our clients.

Section III of the MOU describes how funds allocated to Georgia by the National Distributor and J&J Settlements will be allocated intrastate. At least 70% of the funds must be used for future abatement purposes.

Participating Local Governments will receive 25% of the funds allocated to Georgia under the National Distributor and J&J Settlements. Those funds will be paid to the national Settlement Administrator and distributed in accordance with the conditions in the settlements and the additional conditions contained in Section III of the MOU. Section III provides that: (1) if a county who is a Participating Local Government has a sheriff who is listed as a Litigating Subdivision in Exhibit C of the National Distributor Settlement, at least 9.45% of the funds paid to the county will be allocated to the county's sheriff; (2) if a county who is a Participating Local Government has a hospital that is listed as a Litigating Subdivision in Exhibit C of the Distributor Settlement Agreement, at least 2% of the funds paid to the county will be allocated to the hospital; and (3) if a county who is a Participating Local Government has a school district that is listed as a Litigating Subdivision in Exhibit C of the National Distributor Settlement, at least 1% of the funds paid to the county will be allocated to the school district.

It is not possible for us to provide a precise amount of recovery for each local government entity under the MOU. Many variables, including nationwide levels of participation among states and local government entities, will impact the amount of money the State of Georgia will receive under the National Distributor and J&J Settlements and, therefore, the amount of money that will be allocated to local governments subject to the provisions of the MOU. However, we are working

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[1] Please be aware that, as discussed in Section VI of the MOU, the MOU is conditioned on the passage of a "Litigation Bar" (a prohibition of litigation against the Settling Defendants for claims released in the settlement agreements) by the General Assembly and approval of the same by the Governor. Although we anticipate a Litigation Bar being passed and approved, the MOU will become null and void if a Litigation Bar is not enacted by July 15, 2023.

with individuals who have created recovery models, and have been appointed by the MDL Judge to create recovery models under the settlements, to provide a range of recovery for each of our clients.

The State of Georgia will receive 75% of the funds allocated to Georgia by the National Distributor and J&J Settlements. At least 40% of the State's share will be expended on a regional basis, which will benefit you and all other local government entities. As detailed in Section III of the MOU, the State of Georgia will be divided into Regions at a future date. Funds will be distributed to each Region based on an assigned regional allocation percentage. The original regional allocation percentage will be based on the Negotiation Class Allocation Model, which is based on the following: (1) opioid use disorder cases; (2) overdose deaths; and (3) the number of opioids distributed at the county level. The Negotiation Class Allocation Map, which includes calculations for each county in the United States, can be found here: https://allocationmap.iclaimsonline.com/.[2] Following the original regional allocation percentages calculated using the Negotiation Class Allocation Model, the regional allocation percentages will be recalculated every three years based on the following metrics: (1) number of fatal opioid overdoses within the Region; (2) non-addition treatment morphine milligram equivalents (MME) shipped into the Region; and (3) addiction treatment MME shipped into the Region.

We recommend that you agree to be bound by the MOU, which has the unanimous support of attorneys representing all of the Georgia litigating local government entities, and agree to participate in the National Distributor and J&J Settlements for the following reasons:

1. Maximize your recovery. The National Distributor and J&J Settlements are dependent on levels of participation by states and local government entities. Your participation is critical to these settlements becoming effective. Further, the incentives built into the settlements reward higher rates of participation with accelerated and larger payments. We believe that the settlements and the MOU are the best way to maximize the recovery for the State of Georgia, you, and all of the Georgia litigating local government entities from the Settling Defendants.

2. You do not want to be on the outside looking in. The National Distributor and J&J Settlements have the support of the Plaintiffs' Executive Committee, the MDL Judge, and all of the attorneys representing Georgia litigating local government entities, and we expect that all litigating local government entities will elect to participate in the settlements, as they did when the Negotiation Class was an available option in 2019. Being one of the few local government entities that does not participate in the settlements may result in your claims being overlooked or ignored by the Settling Defendants, significantly delay or eliminate the opportunity for pre-trial resolution of your claims against the Settling Defendants, and risk your claims being subject to state legislated litigation bars or additional bankruptcies.

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[2] As you recall, you previously agreed to the Negotiation Class Allocation Model when you opted to join the Negotiation Class in 2019. Although certification of the Negotiation Class was reversed by the Sixth Circuit, and the Negotiation Class is no longer being used as a settlement vehicle, the Negotiation Class Allocation Model is still being utilized to allocate settlement funds.

3. Reduce your workload. All non-trial track cases in the MDL, including your case, have been stayed. Accordingly, your involvement in this litigation has largely been your cooperation in the Plaintiff Fact Sheet process and you have not had to devote significant time to fact discovery or expert hiring and discovery. However, if you decide not to participate in the National Distributor and J&J Settlements, the Court has ordered that the stay of your case be partially lifted – the "Non-Participating Subdivision" case management order partially lifts the MDL stay for subdivisions who decline to participate in the settlements and sets deadlines for completing updated Plaintiff Fact Sheets, producing documents, identifying suspicious orders, identifying experts, and providing a detailed explanation of the damages, abatement, and other relief sought. (Doc. 3795). The Court's order sends a strong message to local government entities that don't participate in the settlements. You should expect to devote hundreds of hours to discovery, document production, experts, depositions, and damages calculations next year if the stay of your case is partially lifted. Consider whether this is feasible for you.

4. Attorneys' Fees and Costs. Under the National Distributor and J&J Settlements, attorneys can seek fees from a separate Contingency Fee Fund, which will be administered by a Fee Panel, if they waive their contingency fee agreements with their clients. If attorneys seek to enforce their contingency fee agreements, their fees will be capped at 15%. (Doc. 3814). The intent of the Contingency Fee Fund is to maximize the recovery of participating states and local governments. Assuming the settlements go into effect, and you participate in the settlements, we intend to seek fees from the Contingency Fee Fund and waive our contingency fee contract.

Under the National Distributor and J&J Settlements, attorneys can also seek reimbursement of litigation costs from a separate Litigating Subdivision Cost Fund, which will be administered by the Cost and Expense Fund Administrator. Like the Contingency Fee Fund, the Litigating Subdivision Cost Fund is intended to maximize the recovery of participating states and local governments. Assuming the settlements go into effect, and you participate in the settlements, we intend to seek reimbursement of the costs associated with your case from the Litigating Subdivision Cost Fund.

At this time, we cannot provide an estimate on the amount of fees or costs that may be awarded given the multiple variables involved, including the level of participation in the settlement agreements, the number of firms that may apply to the funds, and the discretion of the panel/administrator in making any fee or cost awards. However, a detailed discussion of the attorneys' fees and costs funds set up by the settlement agreements can be found in Exhibit R to the National Distributor and J&J Settlements.

In accordance with Section VII of the MOU, a local fee fund called the Local Government Cost and Fee Fund will also be established for attorneys representing participating Georgia local government entities. The Local Government Cost and Fee Fund is the local fund from which we intend to seek fees and costs for our work. As provided in Section VII, participation in the local fund requires us to waive enforcement of our contingency fee agreements with our clients, seek fees from the national funds discussed above, and not collect more for our work than we would under our contingency fee agreements. Again, at this time, we cannot provide an estimate on the amount of fees or costs that may awarded from the Local Government Cost and Fee Fund given the multiple variables involved.

We recommend that you agree to be bound by the MOU and participate in the National Distributor and J&J Settlements. For your convenience, we have included a draft resolution for you to agree to be bound by the MOU and participate in the National Distributor and J&J Settlements. The following documents, which are attached as exhibits to the resolution, will need to be executed by a duly-authorized representative:

1. Exhibit A: Acknowledgment and Agreement To Be Bound By Memorandum of Understanding;

2. Exhibit B: Subdivision Distributor Settlement Participation Form; and

3. Exhibit C: Janssen Settlement Participation Form.

Upon receipt of this letter, please advise us of the date of the meeting where the resolution will be considered.

If you agree to be bound by the MOU and participate in the National Distributor and J&J Settlements, please send us a copy of the resolution and executed Exhibits A, B, and C by December 8, 2021. It is critical that we receive these documents by December 8, 2021 because the State of Georgia will not join the National Distributor and J&J Settlements until it receives acknowledgments from all of the Georgia litigating local government entities. If the State of Georgia does not join the settlements, Georgia local government entities will not have the option to participate in the $26 billion National Distributor and J&J Settlements.

If you do not want to be bound by the MOU, and do not intend to participate in the National Distributor and J&J Settlements, you must contact Madison Wigley at mwigley@brinson-askew.com or 706-291-8853 by November 22, 2021.

If you have questions, please feel free to contact Madison Wigley.

Kind regards.

Very truly yours,

J. ANDERSON DAVIS

JAD/mrw
Enclosure

RESOLUTION NO. _______

A RESOLUTION OF THE CITY OF VILLA RICA, GEORGIA ("CITY") AGREEING TO BE BOUND BY THE MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF GEORGIA AND CERTAIN LOCAL GOVERNMENT ENTITIES CONCERNING THE NATIONAL DISTRIBUTOR AND J&J SETTLEMENTS AND DIRECTING THE EXECUTION OF THE "ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND BY MEMORANDUM OF UNDERSTANDING," "SUBDIVISION DISTRIBUTOR SETTLEMENT PARTICIPATION FORM," AND "JANSSEN SETTLEMENT PARTICIPATION FORM."

WHEREAS, the City initiated litigation against certain manufacturers and distributors of prescription opioids in *In re: National Prescription Opiate Litigation*, MDL 2804, to hold them accountable for the opioid epidemic and to seek equitable and monetary relief;

WHEREAS, opioid distributor defendants McKesson Corporation, AmerisourceBergen Corporation, and Cardinal Health, Inc. ("Settling Distributors"), and opioid manufacturer defendants Johnson & Johnson, Jannsen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. ("J&J") have separately reached settlement frameworks (otherwise known as the "National Distributor Settlement" and "J&J Settlement") with certain states and local government entities that the State of Georgia and Georgia's local government entities have the option to join;

WHEREAS, the State of Georgia and certain Georgia local government entities seek to enter a Memorandum of Understanding that would enable them to join the National Distributor and J&J Settlements and maximize the recovery to the State of Georgia and Georgia local government entities from those settlements; and

WHEREAS, the City desires to agree to be bound by the Memorandum of Understanding and to participate in the National Distributor and J&J Settlements.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLA RICA CITY COUNCIL, AS FOLLOWS:

Section 1. The City Council, as the governing body of the City, hereby agrees to be bound by the Memorandum of Understanding between the State of Georgia and certain Georgia local government entities concerning the National Distributor and J&J Settlements.

Section 2. The City Council, as the governing body of the City, hereby agrees to participate in the National Distributor and J&J Settlements.

Section 3. The City Council hereby appoints ______________________________, as the duly-appointed representative of the City for the purposes of agreeing to be bound by the Memorandum of Understanding and participating in the National Distributor and J&J Settlements.

Section 4. The City Council directs the duly-appointed representative of the City to execute the "ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND BY MEMORANDUM OF UNDERSTANDING," attached hereto and incorporated herein as **Exhibit A**.

Section 5. The City Council directs the duly-appointed representative of the City to execute the "Subdivision Distributor Settlement Participation Form," attached hereto and incorporated herein as **Exhibit B**.

Section 6. The City Council directs the duly-appointed representative of the City to execute the "Janssen Settlement Participation Form," attached hereto and incorporated herein as **Exhibit C**.

Section 7. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

Section 8. This Resolution shall be in full force and effect from and after its adoption as provided by law.

This Resolution was introduced, seconded and adopted at a duly convened meeting of the City of Villa Rica City Council, held on__________________, 2021.

____

Mayor

ATTEST:

____

City Clerk

EXHIBIT "A"

Acknowledgment and Agreement to Be Bound By Memorandum of Understanding

EXHIBIT 1

ACKNOWLEDGEMENT AND AGREEMENT
TO BE BOUND BY MEMORANDUM OF UNDERSTANDING

WHEREFORE, the undersigned, as a duly-appointed representative of the below-referenced entity, acknowledges the following:

- The City of Villa Rica, Georgia has received the State of Georgia and Local Governments: Memorandum of Understanding Concerning National Distributor and Johnson & Johnson Opioid Settlements.
- The undersigned is a duly-appointed representative of the City of Villa Rica, Georgia, and has the authority to execute this document and bind the City of Villa Rica, Georgia to the Memorandum of Understanding.
- The City of Villa Rica, Georgia is either represented by legal counsel, or has the ability to obtain advice from legal counsel, concerning the contents and implication of the Memorandum of Understanding.
- The undersigned, on behalf of the City of Villa Rica, Georgia, understands and acknowledges the terms of the Memorandum of Understanding, and the City of Villa Rica, Georgia agrees to be bound by its terms.
- No party is under duress or undue influence.

/s/______________________________

Name___________________________

Title____________________________

Date____________________________

Entity City of Villa Rica, Georgia

EXHIBIT "B"

Subdivision Distributor Settlement Participation Form

Subdivision Distributor Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

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 Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, 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, secure the dismissal with prejudice of 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. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise 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, and 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 Participation Form is interpreted differently from the Distributor in nay respect, the Distributor Settlement controls.

12. The effective date of this Participation Form shall be the date on which the State of Georgia enters into the Distributor Settlement. In the event that the State of Georgia elects not to enter into the Distributor Settlement, this Participation Form shall be null and void and shall confer no rights or obligations on the State of Georgia, the Released Entities (as defined in the National Settlement Agreement dated July 21, 2021), or the Governmental Entity.

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

Signature: ______________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

EXHIBIT “C”

Janssen Settlement Participation Form

Janssen Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

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 toany 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.

11. The effective date of this Participation Form shall be the date on which the State of Georgia enters into the Janssen Settlement. In the event that the State of Georgia elects not to enter into the Janssen Settlement, this Participation Form shall be null and void and shall confer no rights or obligations on the State of Georgia, the Released Entities (as defined in the National Settlement Agreement dated July 21, 2021), or the Governmental Entity.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: ______________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

EXHIBIT K

Subdivision Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

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 Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, 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, secure the dismissal with prejudice of 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. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise 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, and 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 Participation Form is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

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

Signature: ________________________________

Name: ________________________________

Title: ________________________________

Date: ________________________________

Agenda Item:_______

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: Discussion of Redistricting

AGENDA DATE: November 30, 2021
PREPARED BY: Tom Barber

DATE PREPARED: November 30, 2021

AMOUNT: n/a
FUNDING SOURCE: n/a

GL ACCOUNT #: n/a
BUDGETED ITEM? n/a

PURPOSE: To discuss the City's recommendations for redistricting of Council wards.

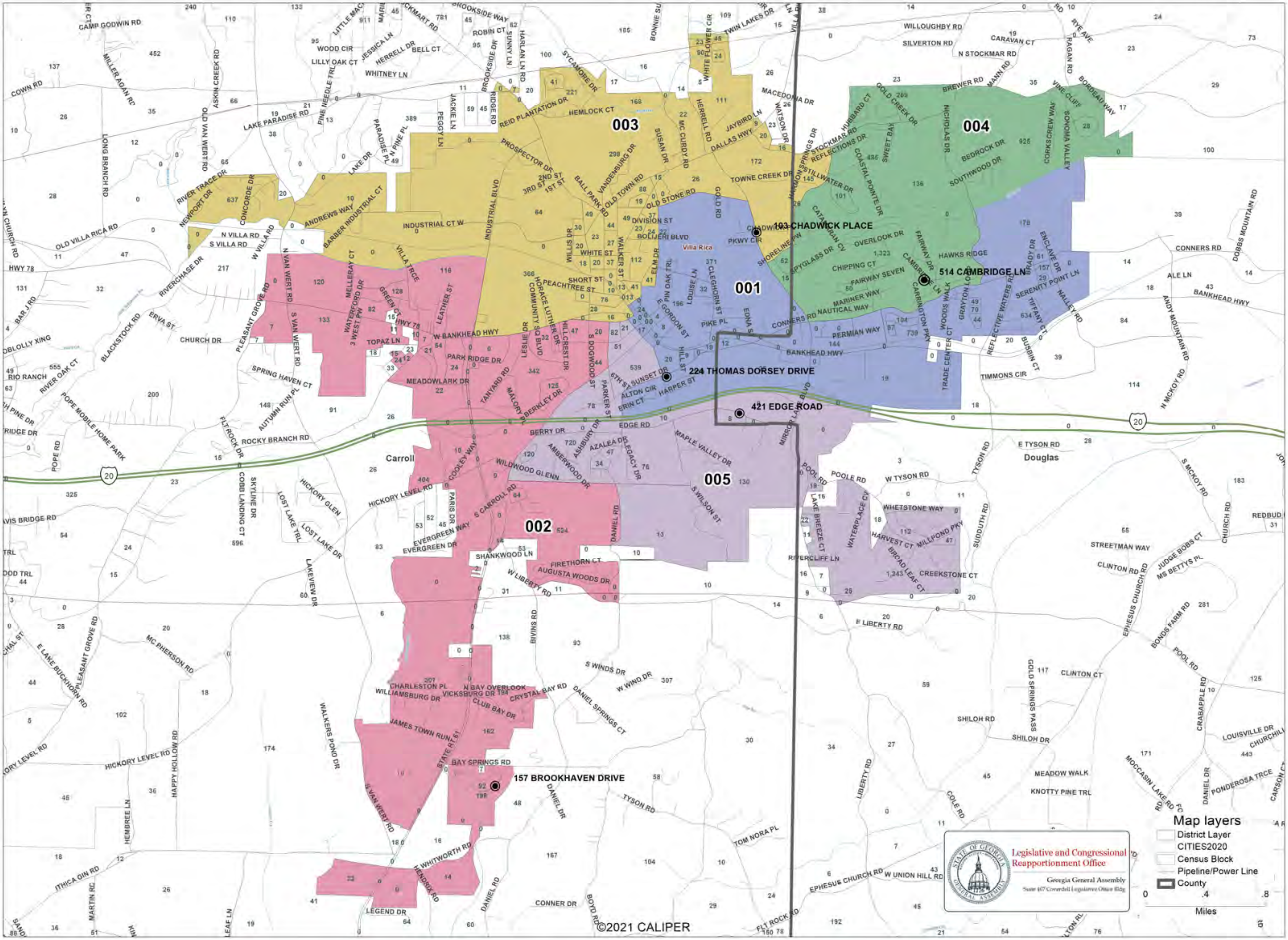
BACKGROUND: After each census the State of Georgia meets to consider making changes to the maps that govern election districts. Villa Rica's populations increased between 2010 and 2020, therefore changes need to be made to allow for an equal number of residents per district.

STAFF RECOMMENDATION:

IMPACT:

MOTION: For discussion only.

Proposed Villa Rica City Council Districts



Proposed Villa Rica City Council Districts

Client: Villa Rica
Plan: villarica-p1-2021
Type: Local