

RESOLUTION 2025-194

RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE SUBMISSION OF THE SUBDIVISION PARTICIPATION AND RELEASE FORM FOR NEW NATIONAL OPIOIDS SETTLEMENT: PURDUE

WHEREAS, the Sackler family and their company Purdue Pharma, Inc. (Purdue) invented, manufactured, and aggressively marketed opioid products for decades, fueling addiction and overdose deaths across the country; and

WHEREAS, the United States Supreme Court overturned a prior multistate settlement with the Sacklers and Purdue in June 2024; and

WHEREAS, this settlement ends the Sacklers' control of Purdue and ability to sell opioids in the United States and will deliver funding directly to communities, including Little Egg Harbor Township, over the next 15 years to support opioid addiction treatment, prevention, and recovery programs;

WHEREAS, this new proposed national opioids settlement has been implemented in connection with Purdue's bankruptcy proceedings, and consists of, *inter alia*, a settlement of Purdue's claims against the Sacklers and others ("Estate Settlement") and settlements of direct claims against the Sacklers ("Sackler Direct Settlement"); and

WHEREAS, the Sackler Direct Settlement and the Estate Settlement are collectively the "Purdue Settlement"; and

WHEREAS, the Township is eligible for distribution, as a State subdivision participating in the Sackler Direct Settlement and is eligible for distributions under the Purdue Settlement; and

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Rothstein, Mandell, Strohm,
Halm & Cipriani, P.A.
ATTORNEYS AT LAW

98 East Water Street
Toms River, NJ 08753

o: 732.363.0777
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WHEREAS, for the Township to participate and share in the settlement funds, it must execute and submit a Subdivision Participation and Release Form to the Opioids Implementation Administrator; and

WHEREAS, the governing body desires to authorize the Township Administrator to execute the Subdivision Participation and Release Form and submit the executed Form, through the State of New Jersey Attorney General's Office, to the Opioids Implementation Administrator.

NOW, THEREFORE, BE IT RESOLVED, by the governing body of the Township of Little Egg Harbor, County of Ocean, State of New Jersey as follows:

1. That the governing body authorizes the execution of the Subdivision Participation and Release Form and submission to the Opioids Implementation Administrator, through the State of New Jersey Attorney General's Office.
2. That the Township Administrator is authorized to execute the Subdivision Participation and Release Form on behalf of the Township, which is attached hereto as Schedule A.
3. That a certified copy of this resolution shall be provided to the Township Administrator and the Opioids Implementation Administrator.

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ATTORNEYS AT LAW

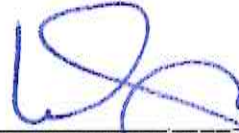
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CERTIFICATION

I, **KELLY LETTERA, CMC, RMC**, Municipal Clerk of the Township of Little Egg Harbor do hereby certify that the foregoing resolution was duly adopted by the Township of Little Egg Harbor Township Committee at a meeting held on the 14th day of **August, 2025**.



KELLY LETTERA, CMC, RMC
Township Clerk
Little Egg Harbor Township

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Rothstein, Mandell, Strohm,
Halm & Cipriani, P.A.
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New National Opioids Settlement: Purdue
Opioids Implementation Administrator
opioidsparticipation@rubris.com

LITTLE EGG HARBOR TOWNSHIP, NJ
Reference Number: CL-1749127

TO ELIGIBLE LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: September 30, 2025

A new proposed national opioids settlement has been reached with Purdue (and certain of its affiliates) and the Sackler family. This *Participation Package* is a follow-up communication to the *Notice of New National Opioids Settlement* recently received electronically by your subdivision.

The proposed settlement is being implemented in connection with Purdue's bankruptcy proceedings, and consists of, among other things, a settlement of Purdue's claims against the Sacklers and certain other parties (referred to as the "Estate Settlement"), and settlements of direct claims against the Sacklers held by States, local governments and other creditors (collectively, the "Sackler Direct Settlement", and together with the Estate Settlement, the "Purdue Settlement"). The Sackler Direct Settlement for States and local governments is governed by the terms memorialized in the Governmental Entity and Shareholder Direct Settlement Agreement.

You are receiving this *Participation Package* because all eligible States and territories, including New Jersey, are participating in the Sackler Direct Settlement, and you are deemed a subdivision eligible for distributions (as set forth in Exhibit G of the Distributors' and J&J settlement agreements) under the Purdue Settlement.

This electronic envelope contains:

- The *Participation Form* for the Sackler Direct Settlement, including a release of any claims.

The *Participation Form* must be executed, without alteration, and electronically submitted (by DocuSign or email) on or before September 30, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the Purdue Settlement.

Based upon subdivision *Participation Forms* received on or before September 30, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for the Purdue Settlement to move forward and whether a

state earns its maximum potential payment under the Purdue Settlement. If the Purdue Settlement moves forward and goes effective, your release will become effective. If the Purdue Settlement does not move forward, that release will not become effective.

Any eligible subdivision that does not participate in the Sackler Direct Settlement cannot directly share in the Purdue Settlement funds, even if other eligible subdivisions in the state are participating and sharing in those Purdue Settlement funds. Any eligible subdivision that does not participate may also reduce the amount of money available to the State for programs to remediate the opioid crisis.

You are encouraged to discuss the terms and benefits of the Purdue Settlement with your counsel; your Attorney General's Office and other contacts within your state may also be a source of general information about the Purdue Settlement. New Jersey, along with many states, is implementing and allocating funds for the Purdue Settlement the same as it did for the prior opioids settlements. New Jersey's Memorandum of Agreement Between the State of New Jersey and Local Governments on Opioid Litigation Recoveries (the "State Subdivision Agreement") governs all national opioid litigation resolutions. Under the definition in the State Subdivision Agreement, the Sackler Direct Settlement qualifies as a national opioid litigation resolution. In addition, pursuant to Section A.6 of the State Subdivision Agreement, the State of New Jersey, in its sole discretion, has determined that the State Subdivision Agreement will apply to the Purdue bankruptcy.

Information and documents regarding the Purdue Settlement, including a complete copy of the Governmental Entity and Shareholder Direct Settlement Agreement, how it is being implemented in your state, and how funds will be allocated within your state can be found on the national settlement website at <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Form* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form*, allowing for more timely participation and making it more likely that your state will be able to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed

Participation Form via DocuSign will associate your signed forms with your subdivision's records.

(3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form* using DocuSign, the signed *Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form – [Subdivision Name], New Jersey – [Reference ID].

Detailed instructions on how to sign and return the *Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. You may also contact opioidsparticipation@rubris.com.

YOU MUST PARTICIPATE IN THE SACKLER DIRECT SETTLEMENT BY TIMELY RETURNING YOUR PARTICIPATION FORM IN ORDER TO RECEIVE THE BENEFITS OF THE PURDUE SETTLEMENT.

Please note that this is NOT a solicitation or a request for subdivisions to submit votes on the Purdue bankruptcy plan. This settlement package only pertains to a decision to participate in the Sackler Direct Settlement. If you receive a package to vote on the plan, you should follow the applicable instructions for voting. PLEASE NOTE THAT VOTING ON THE PLAN IS SEPARATE FROM PARTICIPATION IN THE SACKLER DIRECT SETTLEMENT.

The sign-on period for subdivisions ends on September 30, 2025.

If you have any questions about executing the *Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or the New Jersey Attorney General at OpioidSettlements@njoag.gov.

Thank you,

Implementation Administrator for the Sackler Direct Settlement

The Implementation Administrator is retained to provide the settlement notice required by the Sackler Direct Settlement to manage the collection of the Participation Forms for it.

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: LITTLE EGG HARBOR TOWNSHIP	State: NJ
Authorized Signatory: Rodney Haines	
Address 1: 665 Radio Road	
Address 2:	
City, State, Zip: Little Egg Harbor Township, NJ 08087	
Phone: 609-296-7241 x 226	
Email: rhaines@leht.com	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the “*Agreement*”),¹ and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and 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 substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Agreement 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 and to the extent provided in, and for resolving disputes to the extent provided in, the

¹ Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.



Agreement. 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 Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), 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 Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the "Shareholder Released Claims", and as it pertains to the Released Parties other than the Shareholder Released Parties, the "Released Claims"). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.
9. 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 Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term "Shareholder Released



Claims” and “Released Claims”) are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity’s power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.
11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.
12. In connection with the releases provided for in the Agreement, 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 Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release 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 Agreement.
13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.
14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.



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

Signature: _____

Name: Rodney Haines

Title: Administrator/CFO

Date: _____

