



Mashpee Wampanoag Tribe
483 Great Neck Rd So. Mashpee, MA 02649
Phone (508) 477-0208 * Fax (508) 477-1218

2022-RES-035

APPROVAL OF TRIBAL OPIOID SETTLEMENT AND RELEASE WITH OPIOID DISTRIBUTORS AND JANSSEN/JOHNSON & JOHNSON

- WHEREAS,** the Mashpee Wampanoag Tribe (“Tribe”), is a federally recognized Indian Tribe with duly-enacted Constitution and the governing body of the Tribe is known as the Mashpee Wampanoag Tribal Council (“Tribal Council”); *and,*
- WHEREAS,** the Tribal Council, deems it essential under Article VI, § 2.A of the Mashpee Wampanoag Tribal Constitution (“Constitution”) to promote and protect the health, peace, morals, education, political integrity, economic security and general welfare of the Tribe and members of the Tribe; *and,*
- WHEREAS,** Pursuant to Article VI, § 2 of the Constitution, the Tribal Council is empowered to exercise certain powers, including the power to promote and protect the economic security and general welfare of the Tribe and its members, and the power to negotiate and enter into contracts with other governments and with private persons and corporate entities; *and,*
- WHEREAS,** our Tribal community has been deeply impacted, injured and traumatized by the effects of the Opioid crisis on its Tribal citizens; *and*
- WHEREAS,** our Tribal community has witnessed a tremendous loss of life, health, and the destruction of families and homes as a result of the Opioid crisis; *and*
- WHEREAS,** the vast and irreparable harm caused by the Opioid crisis continues daily and has impacted our Tribal community, and its future generations, physically, emotionally and financially; *and*
- WHEREAS,** the Tribe has been notified of lawsuits filed by Tribal nations against the three largest pharmaceutical distributors of opioids –Mckesson, Cardinal Health and Americource Bergen, and manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (collectively, the Defendants); *and*

WHEREAS, the Tribe is aware of evidence and research demonstrating that these manufacturers, retailers and distributors knew that Opioids were more addictive than claimed and could cause (or did in fact cause) rampant addiction and harm to Tribal communities as set forth in the litigation filed; *and*

WHEREAS, the Tribe has been notified that four (4) settlements have been reached to resolve the Opioids litigation brought by various Tribes and Tribal health organizations against the Defendants; *and*

WHEREAS, the litigating parties have reached an agreement on the terms of the proposed settlements, which are open to all federally recognized Indian tribes, whether or not they filed lawsuits; *and*

WHEREAS, the overall settlement between the Distributors and all federally recognized Indian tribes, whether or not they filed lawsuits, is for the total amount of up to \$515 million, depending on how many tribes participate in the settlement, as defined in the Settlement Agreement between the parties; *and*

WHEREAS, the separate settlement between J&J and all federally recognized Indian tribes, whether or not they filed lawsuits, is for the total amount of up to \$150 million, depending on how many tribes participate in the settlement, as defined in the Settlement Agreement between the parties; *and*

WHEREAS, pursuant to the signed term sheet with both J&J and the Distributors, Tribes who participate will retain four specific rights: (1) each participating tribe will have the sole, ultimate, and final say over which approved abatement uses are best for the tribe as that tribe continues to address the Opioid crisis; (2) each tribe shall have the right to meaningfully participate in the final allocation process; (3) each tribe shall have the right to be heard prior to entry of the final allocation order; and (4) the defendants acknowledge and expressly agree that they have no role whatsoever in the allocation of settlement funds amount the tribes; *and*

WHEREAS, the Tribe hereby acknowledges and understands that the allocated settlement funds must be used for tribal programs, services and activities to address the Opioid crisis in the Tribal community defined as “abatement” activities in the applicable settlement provisions; *and*

WHEREAS, the Tribe would like to participate in the settlements and receive settlement funds to use towards abatement activities and to be allocated in accordance with the final formula approved by the Court; *and*

WHEREAS, the Tribal Council desires to submit the “Tribal Participation Form” that includes a RELEASE of all claims against Janssen and Johnson & Johnson to receive settlement funds in accordance with the future allocation formula (the “J&J Release Form”, see Exhibit A); *and*

WHEREAS, the Tribal Council desires to submit the “Tribal Participation Form” that includes a RELEASE of all claims against the parties to the Distributors’ Tribal Settlement to receive settlement funds in accordance with the future allocation formula (the “Distributors Release Form”, See Exhibit B); *and*

NOW, THEREFORE, BE IT RESOLVED, that the Tribal Council hereby approves the submittal of the J&J Release Form that includes a RELEASE of all claims against Janssen and Johnson & Johnson in accordance with the settlement agreement entered by the parties.

BE IT FURTHER RESOLVED, that the Tribal Council hereby approves the submittal of the Distributors Release Form that includes a RELEASE of all claims against the parties to the Distributors’ Tribal Settlement in accordance with the settlement agreement entered by the parties.


BE IT FINALLY RESOLVED, that the Tribal Council hereby grants to the Tribal Chairman, or in his absence or unavailability, other Officer of the Tribal Council, the requisite authority and power for an on behalf of the Tribe to execute the J&J Release Form and the Distributors Release Form that includes a RELEASE of all claims against the subject parties in accordance with the appropriate settlement agreement and take such further action necessary to effect the purposes of this Resolution.

All resolutions or parts of resolutions inconsistent with this resolution are repealed. This resolution is effective immediately and shall continue pursuant to the authority vested in the Tribal Council pursuant to Article VI, §§ 2.A. and D. of the Constitution.

CERTIFICATION


We, the undersigned duly elected Chairman and Secretary of the Tribal Council do hereby certify that the above Resolution was duly adopted on June 22, 2022, by the Mashpee Wampanoag Tribal Council which is composed of 13 members, of whom 10 constituting a quorum, were present at a regular meeting duly called, noticed, convened, and held on June 22, 2022, and that the foregoing Resolution was duly adopted by the affirmative vote of 9 members, with 0 opposing, and with 1 not voting and that said Resolution has not been rescinded or amended in any way.

Dated this 22nd day of June, 2022.



Brian Weeden, Chairman
Mashpee Wampanoag Tribal Council

ATTEST:



Cassie Jackson, Secretary
Mashpee Wampanoag Tribal Council.

EXHIBIT A
J&J Release Form

EXHIBIT B
Distributors Release Form

EXHIBIT C

Tribal Participation Form

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|----------------------|-------------------------------|
| Tribal Entity: | MASHPEE WAMPANOAG TRIBE |
| Authorized Official: | BRIAN WEEDEN |
| Address 1: | 483 GREAT NECK RD SOUTH |
| Address 2: | |
| City, State, Zip: | MASHPEE MA 02649 |
| Phone: | 508-477-0208 |
| Email: | BRIAN.WEEDEN@MWTTRIBE-NSN.GOV |

The tribal entity identified above ("Tribe"), in order to obtain and in consideration for the benefits provided to the Tribe pursuant to the Settlement Term Sheet dated November 11th, 2021 ("Janssen Settlement"), and acting through the undersigned authorized official, is an "Eligible Entity" as defined in the Janssen Settlement, and hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Tribe is aware of and has reviewed the Janssen Settlement, understands that all terms in this Tribal Participation Form ("Form") have the meanings defined therein, and agrees that by this Form, the Tribe elects to participate in the Janssen Settlement and become a Participating Tribe as provided therein.
2. The Tribe agrees to the terms of the Janssen Settlement pertaining to Tribes as defined therein.
3. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Tribe is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
4. The Tribe agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
5. By signing this Participation Form, the Tribe agrees that, pursuant to Term Sheet and the Order entered by Judge Polster, Special Master David Cohen and Judge Layn Phillips will set the procedures by which the allocation will be completed for this settlement and jointly determine the final inter-tribal allocation.
6. The Tribe submits to the jurisdiction of the Northern District of Ohio 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 Tribe has the right to enforce the Janssen Settlement as provided therein.

8. The Tribe, as a Participating Tribe, 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 Tribe 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 Tribe 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 Tribe 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 Tribe 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 Tribes' decision to participate in the Janssen Settlement.

10. Within 30 days of signing the Tribal Participation Form, and prior to the Effective date set forth in the Term Sheet, the Tribe shall provide to Special Master Cohen and his TLC designee, a dismissal with prejudice of any Released Claims that it has filed. Upon the Effective date, the with prejudice dismissals shall be provided to Janssen with a stipulation for filing.

11. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Tribe hereby agrees. To the extent this Form is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

I have all necessary power and authorization to execute this Form on behalf of the Tribe

Signature: 

Name: BRIAN WEEDEN

Title: CHAIRMAN

Date: 6/23/22

EXHIBIT D

Tribal Participation Form

The tribal entity identified below (“Tribe”), in order to obtain and in consideration for the benefits provided to the Tribe pursuant to the Distributors’ Tribal Settlement (“Distributors’ Tribal Settlement”), and acting through the undersigned authorized official, is an “Eligible Entity” as defined in the Distributors’ Tribal Settlement, and hereby elects to participate in the Distributors’ Tribal Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Tribe is aware of and has reviewed the Distributors’ Tribal Settlement, understands that all terms in this Tribal Participation Form (“Form”) have the meanings defined therein, and agrees that by signing this Form, the Tribe elects to participate in the Distributors’ Tribal Settlement and become a Settling Tribal Entity as provided therein.
2. The Tribe agrees to the terms of the Distributors’ Tribal Settlement pertaining to Settling Tribal Entities as defined therein.
3. By agreeing to the terms of the Distributors’ Tribal Settlement and becoming a Releasor, the Tribe is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
4. The Tribe agrees to use any monies it receives through the Distributors’ Tribal Settlement solely for the purposes provided therein.
5. By signing this Participation Form, the Tribe agrees that, pursuant to Term Sheet and the Order entered by Judge Polster, Layn Phillips and Special Master David Cohen will set the procedures by which the allocation will be completed for this settlement and jointly determine the final inter-tribal allocation.
6. The Tribe submits to the jurisdiction of the Northern District of Ohio for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributors’ Tribal Settlement. The Tribe agrees to arbitrate before Special Master David Cohen as provided in, and for resolving disputes to the extent otherwise provided in, the Distributors’ Tribal Settlement.
7. The Tribe has the right to enforce the Distributors’ Tribal Settlement as provided therein.
8. The Tribe, as a Settling Tribal Entity, hereby becomes a Releasor for all purposes in the Distributors’ Tribal Settlement, including but not limited to all Release provisions, 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 Tribe 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 Distributors' Tribal 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 Tribe to release claims. The Distributors' Tribal Settlement shall be a complete bar to any Released Claim.

9. The Tribe hereby takes on all rights and obligations of a Settling Tribal Entity as set forth in the Distributors' Tribal Settlement.

10. In connection with the releases provided for in the Distributors' Tribal Settlement, each Tribe 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 Tribe 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 Tribes' decision to participate in the Distributors' Tribal Settlement.


11. Within thirty (30) days of signing this Form, and prior to the Effective Date set forth in the Distributors' Tribal Settlement, the Tribe shall provide to Special Master Cohen and his TLC designee, a dismissal with prejudice of any Released Claims that it has filed. Upon the Effective Date, the dismissals with prejudice shall be provided to the Settling Distributors with a stipulation for filing.

12. Nothing herein is intended to modify in any way the terms of the Distributors' Tribal Settlement, to which Tribe hereby agrees. To the extent this Form is interpreted differently from the Distributors' Tribal Settlement in any respect, the Distributors' Tribal Settlement controls.

STRICTLY CONFIDENTIAL

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|----------------------|-------------------------------|
| Tribal Entity: | MASHPEE WAMPANOAG TRIBE |
| Authorized Official: | BRIAN WEEDEN |
| Address 1: | 483 GREAT NECK RD SOUTH |
| Address 2: | |
| City, State, Zip: | MASHPEE MA 02649 |
| Phone: | 508-477-0206 |
| Email: | BRIAN.WEEDEN@MWTTRIBE-NSN.GOV |

I have all necessary power and authorization to execute this Form, a copy of which is also available as an Exhibit of the Distributors' Tribal Settlement, on behalf of the Tribe.

Signature: 
Name: BRIAN WEEDEN
Title: CHAIRMAN
Date: 6/23/22