



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

TRIBAL COUNCIL RESOLUTION 2023-RES-016

APPROVAL OF TRIBAL OPIOID SETTLEMENT AND PARTICIPATION AND RELEASE FORM FOR THE WALMART SETTLEMENT

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 an additional settlement reached to resolve opioid litigation brought by Tribes against Walmart pharmacies; *and*

WHEREAS, Walmart pharmacies will pay approximately 77,900,000 over one year in accordance with the terms of the settlement; *and*

WHEREAS, the Tribe is aware of evidence and research demonstrating that pharmacies 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 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, pursuant to the Tribal Participation Form and Release with Walmart, Tribes may use funds for prevention and abatement of the opioid epidemic, including payment of litigation fees and costs, if any; *and*

WHEREAS, the Tribe would like to participate in the Walmart settlement 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 Walmart to receive settlement funds in accordance with the future allocation formula (the “Walmart Release Form”, see Exhibit A); *and*

NOW, THEREFORE, BE IT RESOLVED, that the Tribal Council hereby approves the submittal of the Walmart Release Form that includes a RELEASE of all claims against Walmart 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 Walmart 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 February 8, 2023, 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 February 8, 2023 , and that the foregoing Resolution was duly adopted by the affirmative vote of **9** members, with **0** opposing, and with **0** not voting and that said Resolution has not been rescinded or amended in any way.

Dated this 8TH day of February, 2023



Brian Weeden, Chairman
Mashpee Wampanoag Tribal Council

ATTEST:



Cassie Jackson, Secretary
Mashpee Wampanoag Tribal Council

EXHIBIT A

Walmart Participation and Release Form

EXHIBIT E

Tribal Participation Form

Tribal Entity: Mashpee Wampanoag Tribe	State: MA
Authorized Official: Brian Weeden	
Address 1: 483 Great Neck Road South	
Address 2:	
City, State, Zip: Mashpee, MA 02649	
Phone: 508-477-0208 Ext. 136	
Email: brian.weeden@mwtribe-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 Agreement dated November 14, 2022 (“Walmart Settlement”), and acting through the undersigned authorized official, is an “Eligible Entity” as defined in the Walmart Settlement, and hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Tribe is aware of and has reviewed the Walmart 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 Walmart Settlement and become a Participating Tribe as provided therein.
2. The Tribe agrees to the terms of the Walmart Settlement pertaining to Tribes as defined therein.
3. By agreeing to the terms of the Walmart 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 Walmart Settlement solely for the purposes provided therein.
5. By signing this Participation Form, the Tribe agrees that, pursuant to the Walmart Settlement, 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 agrees that any disputes arising out of this Agreement shall be heard before Special Master David Cohen as the arbitrator designated by the parties in the Walmart Settlement to resolve disputes through binding arbitration.
7. The Tribe has the right to enforce the Walmart Settlement as provided therein.

8. The Tribe, as a Participating Tribe, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section II (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 in bringing, 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 Walmart 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 each Releasor to release claims. The releases shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Walmart 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.

10. 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 Participating Tribe (for itself and its Releasors) 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 Participating Tribes' decision to enter into the Walmart Settlement or the Participating Tribes' decision to participate in the Walmart Settlement.

11. Within 30 days of signing the Tribal Participation Form, and prior to the Effective Date set forth in the Walmart 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 with-prejudice dismissals shall be provided to Walmart with a stipulation for filing.

12. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Tribe hereby agrees. To the extent this Form is interpreted differently from the Walmart Settlement in any respect, the Walmart 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: 2/8/2023