

AUSTIN KNUDSEN



STATE OF MONTANA

June 27, 2024

Greetings City and County Officials

I am pleased to announce that the continuing dedicated work by State Attorneys General and their staffs has resulted in an opioid settlement with Kroger, a national grocery and drug store business with subsidiaries in Montana. This settlement will provide more than 3.85 million dollars to the State and its local governments, with approximately 80% allocated to county and city governments for your local use.

With this letter is a longer explanation of the settlement, a form for your government to approve participation in the settlement and a form to approve continuing the administrative structure for distribution of settlement funds created by the Memoranda of Understanding of November 26, 2021 and the Amendment of January 27, 2022 which you approved for each of the prior 8 settlements.

I urge you to review the materials and approve your continued participation in these settlements to allow the State and all local governments to obtain the maximum amount of settlement funds. In the 8 prior settlements we have had 100% participation and that has resulted in the State obtaining the maximum settlement value because of the incentive bonuses for full participation of all local governments.

The deadline for approving your participation is August 12 so I hope you will all promptly read these materials and agree to your participation.

Thank you for your consideration. If you have any questions, please contact me in the Office of Consumer Protection at brent.mead2@mt.gov or (406)-444-4500.

Sincerely,

Brent Mead

DEPARTMENT OF JUSTICE

215 North Sanders
PO Box 201401
Helena, MT 59620-1401

(406) 444-2026
Contactdoj@mt.gov
mtdoj.gov

New National Opioids Settlement: Kroger
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Yellowstone County, MT
Reference Number: CL-794150

TO LOCAL POLITICAL SUBDIVISIONS:

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

Deadline: August 12, 2024

As Attorney General Knudsen has described in his cover letter, Montana has agreed to participate in a new proposed national opioids settlement ("*New National Opioids Settlement*") with Kroger ("*Settling Defendant*") based on activities of Kroger owned pharmacies. This *Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision.

You are receiving this *Participation Package* because MONTANA is participating in the Kroger settlement.

This electronic envelope contains:

- The *Participation Form* for the Kroger settlement, including a release of any claims.
- The form approving the use of the November 26, 2021 Memorandum of Understanding and January 27, 2022 amendment for the allocation, administration, and disbursement of settlement funds from the Kroger settlement.

The *Participation Form* must be executed, without alteration, and submitted on or before August 12, 2024, in order for your subdivision to be considered for initial participation calculations and payment eligibility.

Based upon subdivision participation forms received on or before August 12, 2024, the subdivision participation rate will be used to determine whether participation is sufficient for the settlement to move forward and whether Montana earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even though Montana is settling, and other participating subdivisions will share in settlement funds.

Like the Distributors and Pharmacy settlements there are substantial incentives to states to obtain maximum participation of all local subdivisions. In the previous

settlements we were able to obtain 100% participation and the maximum amount of funds allocated and available to Montana. Any subdivision that does not participate may reduce the amount of money for programs that would otherwise come to remediate the opioid crisis in Montana.

WE STRONGLY URGE YOUR AGREEMENT TO PARTICPATE IN ORDER TO MAXIMIZE THE FUNDS THE STATE AND LOCAL GOVERNMENTS WILL RECEIVE.

Montana will manage and distribute funds utilizing the existing abatement regions and trust structure created by the Memorandum of Understanding of November 26, 2021, and the Amendment of January 27, 2022, which all local subdivisions approved at the time. To facilitate this as part of your participation in this settlement and receiving your allocation of the settlement funds you will need to approve the continued use of the existing allocation and distribution structure set up and approved by all Montana local governments in the Memorandum of Understanding of November 26, 2021, and the Amendment of January 27, 2022. There is a short separate form included for that. PLEASE SIGN AND SEND THAT IN ALSO.

You are encouraged to discuss the terms and benefits of the *New National Opioids Settlement* with your counsel or representatives from the Attorney General's Office

Information and documents regarding the *New National Opioids Settlement* and how it is being implemented and how funds will be allocated can be found on the national settlement website at <https://nationalopioidsettlement.com/>. 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 the potential 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, Subdivision State] - [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>. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on August 12, 2024.

If you have any questions about executing the *Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or Brent Mead at brent.mead2@mt.gov or 406-444-4500.

Thank you,

New National Opioids Settlement Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the New National Opioids Settlement and to manage the collection of the Participation Form.

Subdivision Participation and Release Form

Governmental Entity: Yellowstone County	State: MT
Authorized Signatory: John Ostlund	
Address 1: 217 N 26th Street	
Address 2: PO Box 35003	
City, State, Zip: Billings	Montana 59107
Phone: 406-256-2816	
Email: jjones@yellowstonecountymt.gov	

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 March 22, 2024 (“*Kroger Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Kroger Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Kroger Settlement and become a Participating Subdivision as provided therein.
2. 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. 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 substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Kroger Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Kroger 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 Kroger 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 Kroger 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 Kroger Settlement.

7. The Governmental Entity has the right to enforce the Kroger Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Kroger Settlement, including without limitation all provisions of Section XI (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 Kroger 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 Kroger 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 Kroger Settlement.
10. In connection with the releases provided for in the Kroger 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 Kroger Settlement.



11. Nothing herein is intended to modify in any way the terms of the Kroger Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Settlement in any respect, the Kroger Settlement controls.

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

Signature: _____

Name: _____

Title: _____

Date: _____



APPROVAL OF USE OF NOVEMBER 26, 2021 MEMORANDUM OF UNDERSTANDING
AND JANUARY 27, 2022 AMENDMENT TO THE MEMORANDUM FOR THE
ALLOCATION, ADMINISTRATION, AND DISBURSEMENT OF SETTLEMENT FUNDS
FROM THE KROGER SETTLEMENT

I, _____, on behalf of Yellowstone County do hereby
approve the use of the November 26, 2021 Memorandum of Understanding
and the January 27, 2022 Amendment to the Memorandum of
Understanding for the allocation, administration, and disbursement of
settlement funds from the KROGER settlement.

Signature: _____

Name: _____

Title: _____

Date: _____

