

RESOLUTION NO. 2026- 005

BOARD OF COMMISSIONERS
OF SHELBY COUNTY, INDIANA

RESOLUTION APPROVING THE COUNTY'S PARTICIPATION IN THE PROPOSED SETTLEMENTS OF OPIOID-RELATED CLAIMS AGAINST SIX REMNANT DEFENDANTS ASSOCIATED PHARMACIES, INC. (AND AMERICAN ASSOCIATED PHARMACIES), J M SMITH CORPORATION, MORRIS AND DICKSON CO., LOUISIANA WHOLESALE DRUG COMPANY, INC., NORTH CAROLINA MUTUAL WHOLESALE DRUG COMPANY, INC., AND UNITED NATURAL FOODS, INC. (INCLUDING ITS SUBSIDIARIES SUPERVALU AND ADVANTAGE LOGISTICS)

WHEREAS, the opioid epidemic that has cost thousands of human lives across the country also impacts the State of Indiana and its counties and cities, including Shelby County, Indiana ("County"), by adversely impacting the delivery of emergency medical, law enforcement, criminal justice, mental health, and substance abuse services, and other services by the County's various departments and agencies; and

WHEREAS, the State of Indiana and its counties and cities, including the County, have been required and will continue to be required to allocate substantial taxpayer dollars, resources, staff energy, and time to address the damage the opioid epidemic has caused and continues to cause the citizens of the State of Indiana and the County; and

WHEREAS, settlement proposals have been negotiated that will cause the following companies ("Remnant Defendants") to pay a combined total of \$97,625,000.00 in restitution amounts to compensate for the losses stated previously: Associated Pharmacies, Inc. (and American Associated Pharmacies), J M Smith Corporation, Morris and Dickson Co., Louisiana Wholesale Drug Company, Inc., North Carolina Mutual Wholesale Drug Company, Inc., and United Natural Foods, Inc (including its subsidiaries SuperValu and Advantage Logistics); and

WHEREAS, this settlement is an "opt-in" settlement that does not include state attorneys general or any amount allocated to a state, and the proposed settlement will not proceed unless a sufficient number of localities participate; and

WHEREAS, joining this settlement will entitle the County to a one-time payment from any settlement allocated as .0010355221 percent, or approximately \$1,010.93 at full participation; and

WHEREAS, the Board of Commissioners desires for the County to participate in the settlement in order to recover the County's share of the funds that the settlement would provide.

NOW, THEREFORE, be it resolved by the Board of Commissioners of Shelby County, Indiana, that:

1. The Board of Commissioners approves of the County's participation in the proposed settlements of opioid-related claims against the Remnant Defendants and directs the County Attorney and/or County Auditor, as appropriate, to execute the documents necessary to effectuate the County's participation in the settlement, including the required release of claims against the Remnant Defendants.

2. This Resolution takes effect upon passage, and prior Resolutions and parts of Resolutions insofar as they may be in conflict with this Resolution are hereby rescinded.

Passed and adopted by the Shelby County Board of Commissioners, this 4th day of May, 2026.

**BOARD OF COMMISSIONERS
OF SHELBY COUNTY, INDIANA**



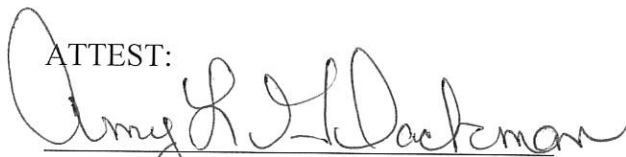
Jason Abel, President



Nathan Runnebom, Vice President



David Lawson, Member

ATTEST:


Amy Glackman, Auditor

EXHIBIT G

**Six (6) Remnant Defendants'
Combined Subdivision Participation and Release Form
("Combined Participation Form")**

Governmental Entity: Shelby County	State: Indiana
Authorized Official: Jason R. Abel	
Address 1: 25 West Polk Street, Room 206	
Address 2:	
City, State, Zip: Shelbyville, IN 46176	
Phone: 317-392-6330	
Email: diane.haehl@co.shelby.in.us	

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 six (6) Remnant Defendants' Settlement Agreement ("RDSA"), dated February 23, 2026, and described further in Paragraph 1, and acting through the undersigned authorized official, hereby elects to participate in the RDSA, release all Released Claims against all Released Entities, and agrees as follows:

1. The Governmental Entity hereby elects to participate in the RDSA as a Participating Subdivision with each of the following six (6) Remnant Defendants that are parties to the RDSA: (1) Associated Pharmacies, Inc. (and American Associated Pharmacies), (2) J M Smith Corporation, (3) Morris and Dickson Co., L.L.C., (4) Louisiana Wholesale Drug Company, Inc., (5) North Carolina Mutual Wholesale Drug Company, Inc., and (6) United Natural Foods, Inc. (and SuperValu).
2. The Governmental Entity is aware of and has reviewed the RDSA, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in the RDSA, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in the RDSA and become a Participating Subdivision as provided in the RDSAs.
3. 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 against any Released Entity in the RDSA. 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 for each of six (6) Remnant Defendants listed in Paragraph 1 above substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.
4. The Governmental Entity agrees to the terms of each of the RDSA pertaining to Participating Subdivisions as defined therein.

5. By agreeing to the terms of the RDSA settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the RDSA solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the MDL Court and agrees to follow the process for resolving any disputes described in the RDSA.
8. The Governmental Entity has the right to enforce the RDSA as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes of the RDSA, including without limitation all provisions related to release of any claims, 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 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 the RDSA in any forum whatsoever. The release provided for in the RDSA is intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in the RDSA 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 RDSA shall be a complete bar to any Released Claim against the Released Entities.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the RDSA.
11. In connection with the releases provided in the RDSA, 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 in the RDSA, 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 RDSA.

12. The Governmental Entity understands and acknowledges that nothing herein is intended to modify in any way the terms of any of the RDSA, to which Governmental Entity hereby agrees. To the extent this Combined Participation Form is interpreted differently from the RDSA in any respect, the RDSA controls.

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

Signature: 

Name: Jason R. Abel

Title: President, Shelby County Commissioners

Date: May 4, 2026