

Martinsville Common Council
Meeting Agenda
Monday, September 8, 2025
7:00 PM -

THE CITY OF
Martinsville
INDIANA



Call to Order, Invocation., and Pledge of Allegiance

Roll Call

Consideration of the Minutes

- A. Consideration of the Monday, August 25, 2025, Meeting Minutes

Clerk-Treasurer's Report

- A. Clerk-Treasurer's Report for September 8, 2025

Committee Report

- A. Study Committee on City Code Article V, Division 1, Section 18-191 - Peddlers, Solicitors, and Transient Merchants

New Business

- A. Consideration of Purdue Pharma Settlement Agreement
- B. Consideration of National Opioid Settlement

Consideration of Claims

Council Comments

Public Comment

Next Regular Meeting

- A. Next regular meeting will be on Monday, September 22, 2025, beginning at 7:00 PM in the Council Chambers (Room 202), City Hall, 59 S. Jefferson St., Martinsville, IN

Adjournment

Any individuals who requires aid or service for effective communication, or a modification of policies or procedures to participate in a public meeting, program, service, or activity of the City of Martinsville, IN, contact Ben Meridia, ADA Coordinator, 56 North Main Street, Martinsville, IN, 46151, 765-342-6012, as soon as possible, but no later than 48 hours before the scheduled event.

**MARTINSVILLE COMMON COUNCIL
MARTINSVILLE INDIANA
MORGAN COUNTY, INDIANA
AUGUST 25, 2025**

Call to Order, Invocation., and Pledge of Allegiance

Mayor Costin called the Martinsville Common Council meeting to order Monday, August 25, 2025. Pastor John Maples led the prayer for those in attendance. Mayor Costin then led the attendees in the Pledge of Allegiance.

Roll Call

Councilor At Large John Badger XIV
Councilor District 1 Phil Deckard Sr.
Councilor District 5 Phil Deckard II
Councilor District 3 Josh Ferran
Councilor District 4 Suzie Lipps
Councilor District 2 Ben Mahan
Councilor At Large Ann Miller

A quorum was declared present.

Consideration of the Minutes

A. August 11, 2025, Common Council Meeting Minutes

A motion to Approve was made by Councilor At Large Ann Miller. John Badger XIV seconded the motion. The minutes were Passed 7-0.

B. August 18, 2025, Common Council Executive Session Memorandum

The memorandum was passed with unanimous consent.

Mayor's Comments

The mayor acknowledged Frank Lane who began his service with the city on August 25, 2000, making today his 25th year with the city.

Council Reports

A. Morgan County Economic Development Corporation

An update from Councilman Ben Mahan was given to those in attendance.

B. Planning Commission

An update from Councilwoman Ann Miller was given to those in attendance.

C. Redevelopment Commission

An update from Councilman Phil Deckard Sr was given to those in attendance.

New Business

A. Consideration of a Request to Repeal or Revise City Code Article V, Division 1, Section 18-191 - Peddlers, Solicitors and Transient Merchants

A request from Ben Merida was given to the council to either repeal/revise the current ordinance. Councilman Badger volunteered to serve on a committee to study the matter. Councilwoman Miller volunteered to serve on a committee to study the matter.

A motion to Table was made by Councilor At Large Ann Miller. Josh Ferran seconded the motion. The motion Passed 6-1 with John Badger voting against.

Consideration of Claims

A motion to Approve was made by Councilor District 5 Phil Deckard II. Phil Deckard Sr. seconded the motion. The motion Passed 7-0.

Council Comments

Councilors Lipps; Miller; Deckard, II; and Phil Deckard, Sr. made comments

Public Comment

No public comments were made.

Announcements

Mayor Costin made announcements regarding the Election Study Public Meeting and Office Closures/Trash Pick-Up Alterations due to Labor Day Holiday.

Next Regular Meeting

- A. Next regular meeting will be on Monday, September 8, 2025, beginning at 7:00 PM in the Council Chambers (Room 202), City Hall, 59 S. Jefferson St., Martinsville, IN

Adjournment

Name		Signature
Phil R. Deckard II, Member, District 5, President Pro Tempore	Aye ☐ Nay ☐ Abstain ☐	
Phil R. Deckard Sr, Member, District 1	Aye ☐ Nay ☐ Abstain ☐	
Ben Mahan, Member, District 2	Aye ☐ Nay ☐ Abstain ☐	
Josh Ferran, Member, District 3	Aye ☐ Nay ☐ Abstain ☐	
Suzie Lipps, Member, District 4	Aye ☐ Nay ☐ Abstain ☐	
Ann Miller, Member-at-Large	Aye ☐ Nay ☐ Abstain ☐	
John Badger, XIV, Member-at-Large	Aye ☐ Nay ☐ Abstain ☐	
ATTEST		
Name	Signature	Date
Benjamin K. Merida, Clerk-Treasurer		

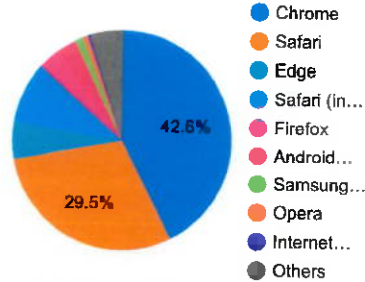
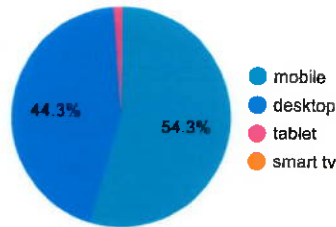
MAYOR ACTION			
Name		Signature	Date
Kenneth W. Costin, Mayor	Approve ☐ Veto ☐		



Website Overview

Aug 10, 2024 - Aug 10, 2025

Total users: 56,922
New users: 55,351
Sessions: 83,668
Views: 178,833
Average session duration: 00:02:27



Search Term	Event count
Jobs	98
Transfer station	63
Water & Sewer Utilit...	46
Trash Collection Iss...	39
Trash	36
Transfer station	32
Careers	30
Grand total	3,761

1 - 100 / 2197

City	Region	Country	Total users
1. Indianapolis	Indiana	United States	9,358
2. Martinsville	Indiana	United States	6,604
3. Aspen	Colorado	United States	6,563
4. Ashburn	Virginia	United States	4,718
5. Des Moines	Iowa	United States	2,863
6. Chicago	Illinois	United States	2,072
7. New York	New York	United States	1,604
8. (not set)	Indiana	United States	1,472

1 - 10 / 3786

Page path and screen class	Page title	Views
1. /	Martinsville, IN Official Website	36,213
2. /Search	Search • Martinsville, IN • CivicEngage	8,031
3. /Jobs.aspx	Jobs • Martinsville, IN • CivicEngage	7,676
4. /202/Water-Sewer-Utility-Department	Water & Sewer Utility Department Martinsville, IN	5,733
5. /198/Police-Department	Police Department Martinsville, IN	5,677
6. /231/City-Forms-and-Applications	City Forms and Applications Martinsville, IN	4,104
7. /200/Street-Department	Street Department Martinsville, IN	3,480
8. /275/Summer-in-the-City	Summer in the City Martinsville, IN	3,444
9. /157/Departments-Services	Departments & Services Martinsville, IN	3,083
10. /agendacenter	Agenda Center • Martinsville, IN • CivicEngage	2,588

1 - 10 / 2074

Event name	Page title	Page path	Event count
1. DocumentCenter	2025 Approved Budget	/DocumentCenter/View/293	1,158
2. DocumentCenter	Zoning Map (PDF)	/DocumentCenter/View/191	895
3. DocumentCenter	MFD Application 2025	/DocumentCenter/View/489	835
4. DocumentCenter	2025 Martinsville Budget Overview	/DocumentCenter/View/277	703
5. DocumentCenter	Tax Rate by Year	/DocumentCenter/View/288	652
6. DocumentCenter	Remaining Budget Graph	/DocumentCenter/View/289	567
7. DocumentCenter	City Vision Mission Core Values	/DocumentCenter/View/295	505
8. DocumentCenter	Funding Notes	/DocumentCenter/View/294	472
9. DocumentCenter	Interest by Year	/DocumentCenter/View/287	464
10. DocumentCenter	Zoning and Subdivision Ordinance (PDF)	/DocumentCenter/View/195	450
Grand total			11,582

1 - 10 / 75



Website Overview

Jul 16, 2025 - Aug 14, 2025

	Full page URL	Views
1	www.martinsville.in.gov/	3,475
2	www.martinsville.in.gov/Jobs.aspx	1,119
3	www.martinsville.in.gov/Jobs.aspx?UniqueId=100&From=All&CommunityJobs=False&JobID=Court-Cj...	639
4	www.martinsville.in.gov/198/Police-Department	635
5	www.martinsville.in.gov/202/Water-Sewer-Utility-Department	554
6	www.martinsville.in.gov/275/Summer-in-the-City	483
7	www.martinsville.in.gov/231/City-Forms-and-Applications	438
8	www.martinsville.in.gov/196/Parks-Recreation	427
9	www.martinsville.in.gov/157/Departments-Services	390
10	www.martinsville.in.gov/200/Street-Department	355
11	www.martinsville.in.gov/agendacenter	336
12	www.martinsville.in.gov/facilities/facility/details/Martinsville-City-Pool-4	310
13	www.martinsville.in.gov/206/City-Court	306
14	www.martinsville.in.gov/AlertCenter.aspx?AID=Temporary-Closures-on-Outer-Drive-and-ar-35	288
15	www.martinsville.in.gov/facilities/facility/details/Jimmy-Nash-City-Park-3	265
16	www.martinsville.in.gov/27/City-Government	257
17	www.martinsville.in.gov/directory.aspx	244
18	www.martinsville.in.gov/222/Planning-Commission	243
19	www.martinsville.in.gov/194/Bulking-Services	239
20	www.martinsville.in.gov/Directory.aspx	233
21	www.martinsville.in.gov/31/Living-Here	211
22	www.martinsville.in.gov/AlertCenter.aspx	211
23	www.martinsville.in.gov/RequestTracker.aspx	200
24	www.martinsville.in.gov/list.aspx	200
25	www.martinsville.in.gov/211/Clerk-Treasurers-Office	199

1 - 25 / 1514



Create

Get ready for a better reporting experience! We're rolling out updates to make your reports easier to find and manage, including a new name for the "Reports" tab. [See what's changing.](#)

Dashboards

My dashboard

Administrator dashboa...

Agreements

Renewals

Custom
Dashboards

+ Create

Reports

Administrator dashboard ⓘ

Envelope Usage

Time Period

This Year

Time Bucket

Monthly

Envelope Status

2 Selected

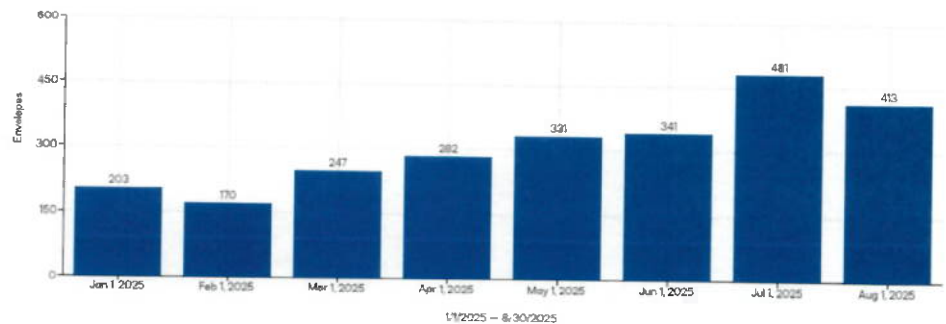
Group

Everyone

2,468

Total Envelopes

Completed In Progress



Envelope Success

Time Period

This Year



Time Bucket

Monthly



Group

Everyone



99.28%

Completion Rate

0.00%

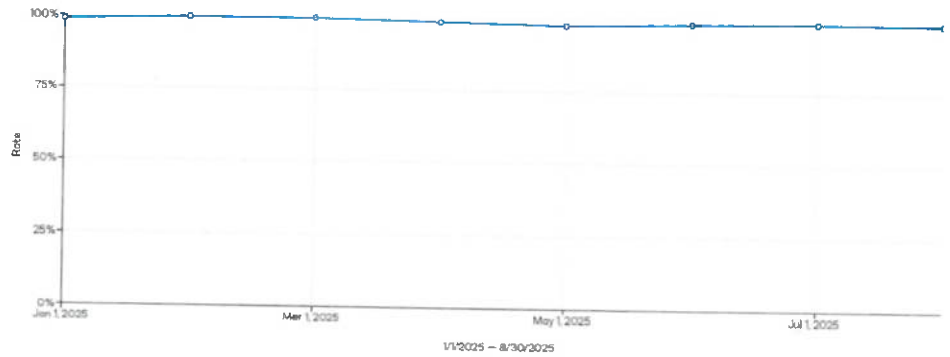
Decline Rate

0.00%

Expiration Rate

0.72%

Void Rate



Envelope Turnaround

Time Period

This Year



Time Bucket

Monthly



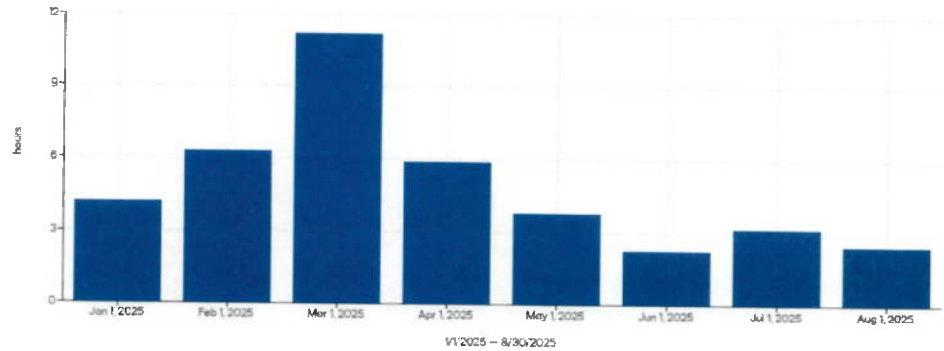
Group

Everyone



4.4 hours

Envelope Turnaround



Envelopes by Delivery Method

Time Period

This Year



Group

Everyone



2,467

Envelopes

99.27%

Completion Rate

4.5 hours

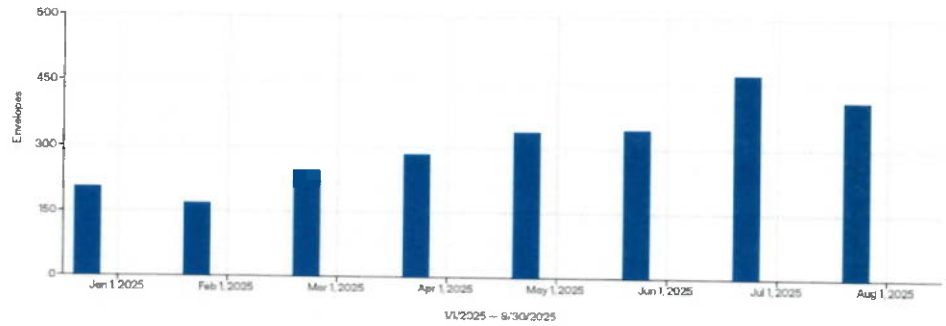
Turnaround Time

0

Delivery failure



■ Email ■ SMS ■ Email and SMS



Signers by Device Type

Time Period

This Year



Group

Everyone

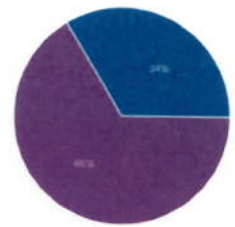
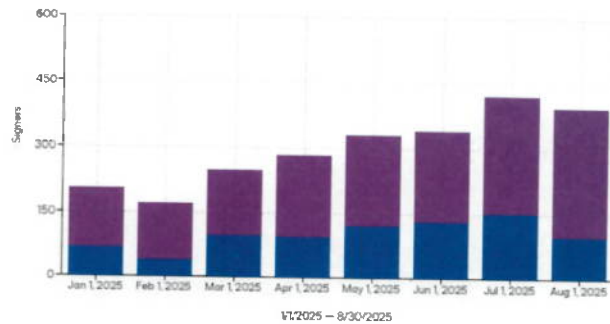


2,397

Signers Devices



■ Mobile ■ Desktop



■ Mobile
(809)
■ Desktop
(1588)

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

Martinsville city, IN
Reference Number: CL-1733676

TO INDIANA POLITICAL SUBDIVISIONS:

**YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE IN THIS SETTLEMENT
UNLIKE PREVIOUS SETTLEMENTS.**

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 "Purdue Estate Settlement"), and settlements of direct claims against the Sacklers held by States, local governments and other creditors (collectively, the "Purdue Direct Settlement", and together with the Estate Settlement, the "Purdue Settlement"). The Purdue Direct Settlement for States and local governments is documented in the Governmental Entity and Shareholder Direct Settlement Agreement.

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

Under Indiana law, you are considered a part of an opioid settlement that Indiana decides to join. See Indiana Code § 4-6-15-2(a). However, the opposing parties require that the attached participation form for the Purdue Direct Settlement be completed in order for a political subdivision to be considered a Participating Subdivision under the settlement agreement. **This means if you do not complete this form by the deadline then you will not receive funds from this settlement.**

Any subdivision that does **NOT** complete the form cannot directly share in the Purdue Direct Settlement funds, even if other subdivisions in the state are participating and sharing in those Purdue Direct Settlement funds. Any subdivision that does **NOT** complete the form may also reduce the amount of money for programs to remediate the opioid crisis in its state. Indiana's allocation will follow the same process as prior opioid settlements as outlined in Indiana Code § 4-6-15-4.

Importantly, all subdivisions that opt into these settlements must dismiss their lawsuits against the settling entities. Such dismissals must be filed promptly after the Effective Dates of the settlements, as defined by the terms of each agreement.

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

You are encouraged to discuss the terms and benefits of the Purdue Settlement with your counsel, the Indiana Attorney General's Office, and other contacts within your state.

Information and documents regarding the Purdue Settlement, including a complete copy of the Governmental Entity and Shareholder Direct Settlement Agreement, and 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 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/purdue-sacklers-settlements/>. You may also contact opioidsparticipation@rubris.com.

YOU MUST PARTICIPATE IN THE PURDUE DIRECT SETTLEMENT BY 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 Purdue 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 PURDUE 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 Betsy DeNardi or Cory Voight at the Indiana Attorney General's Office at betsy.denardi@atg.in.gov or cory.voight@atg.in.gov.

Thank you,

Implementation Administrator for the Purdue Direct Settlement

The Implementation Administrator is retained to provide the settlement notice required by the Purdue Direct Settlement to manage the collection of the participation forms for it.

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: Martinsville city	State: IN
Authorized Signatory: Kenneth W. Costin	
Address 1: 59 South Jefferson Street	
Address 2:	
City, State, Zip: Martinsville	Indiana 46151
Phone: 765-342-2861	
Email: kcostin@martinsville.in.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 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: Kenneth W. Costin

Title: Mayor

Date: _____

K-4



National Opioids Settlements: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, Zydus
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Martinsville city, IN
Rubris Reference Number: CL-1763781

**TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:
THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT NATIONAL OPIOID
SETTLEMENTS.**

SETTLEMENT OVERVIEW

Proposed nationwide settlement agreements (“Settlements”) have been reached that would resolve opioid litigation brought by states, local political subdivisions, and special districts against eight opioids manufacturers, Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus (the “Manufacturers”). Local political subdivisions and special districts are referred to as “subdivisions.”

The Settlements require the settling Manufacturers to pay hundreds of millions of dollars to abate the opioid epidemic. The Settlements will provide a maximum of approximately \$720 million in cash to participating states and subdivisions to remediate and abate the impacts of the opioid crisis. Depending on participation by states and subdivisions, the Settlements require:

- Alvogen to immediately pay up to approximately \$19 million;
- Amneal to pay up to approximately \$74 million over 10 years, and to provide either approximately \$177 million of its generic version of the drug Narcan or up to an additional approximately \$44 million in cash;
- Apotex to immediately pay up to approximately \$65 million;
- Hikma to immediately pay up to approximately \$98 million, and to provide either approximately \$35 million of its naloxone product or up to an additional approximately \$7 million in cash;
- Indivior to pay up to approximately \$75 million over five years, a portion of which, at the election of the state, could be paid in the form of Indivior’s branded buprenorphine and/or nalmefene products with a value of up to \$140 million.;
- Mylan to pay up to approximately \$290 million over nine years;
- Sun to immediately pay up to approximately \$32 million; and
- Zydus to immediately pay up to approximately \$15 million.

The Settlements also contain injunctive relief governing opioid marketing, sale, distribution, and/or distribution practices and require the Manufacturers to implement safeguards to prevent diversion of prescription opioids.

Each of the proposed settlements has two key participation steps.

First, each eligible state decides whether to participate in each Settlement. A list of participating states for each settlement can be found at <https://nationalopioidsettlement.com/>.

Second, eligible subdivisions within each participating state decide whether to participate in each Settlement. The more subdivisions that participate, the more funds flow to that state and its subdivisions. Any subdivision that does not participate cannot directly share in any of the settlement funds, even if the subdivision’s state is settling and other participating subdivisions are sharing in settlement funds. If the state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

WHO IS RUBRIS INC. AND WHAT IS THE IMPLEMENTATION ADMINISTRATOR?

The Settlements provide that an Implementation Administrator will provide notice and manage the collection of participation forms. Rubris Inc. is the Implementation Administrator for these new Settlements and was also retained for the prior national opioid settlements.

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

Your state has elected to participate in one or more of the Settlements, and your subdivision may participate in those Settlements in which your state has elected to participate. This notice is also sent directly to counsel for such subdivisions if the Implementation Administrator has their information.

If you are represented by an attorney with respect to opioid claims, please contact them.

Subdivisions can participate in the Settlements whether or not they filed a lawsuit or are represented.

WHERE CAN YOU FIND MORE INFORMATION?

Detailed information about the Settlements, including each settlement agreement, may be found at: <https://nationalopioidsettlement.com>. This website also includes information about how the Settlements are being implemented in most states and how funds will be allocated within your state.

You are encouraged to review the settlement agreement terms and discuss the terms and benefits with your counsel, your Attorney General's Office, and other contacts within your state. Information and documents regarding the Settlements and your state allocation can be found on the settlement website at <https://nationalopioidsettlement.com/>.

Your subdivision will need to decide whether to participate in the proposed Settlements, and subdivisions are encouraged to work through this process before the **October 8, 2025** deadline.

HOW DO YOU PARTICIPATE IN THE SETTLEMENTS?

The Settlements require that you take affirmative steps to "opt in" to the Settlements.

In the next few weeks, you will receive documentation and instructions from the Implementation Administrator or, in some cases, your Attorney General's Office. In order to participate in a settlement, a subdivision must sign and return the required Participation Form for that settlement.

Please add the following email addresses to your "safe" list so emails do not go to spam / junk folders: dse_na3@docusign.net and opioidsparticipation@rubris.com. Please monitor your email for the Participation Forms and instructions.

All required documentation must be signed and returned on or before **October 8, 2025**.