

**VILLAGE BOARD MEETING AGENDA**  
**Tuesday, July 6, 2021 at 6:00 p.m.**  
**Caledonia Village Hall - 5043 Chester Lane**

**THIS WILL BE AN IN-PERSON MEETING**

1. **Meeting called to order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Communications and Announcements**
5. **Approval of Minutes**
  - Village Board – June 21<sup>st</sup>, 2021
  - Special Board – June 21<sup>st</sup>, 2021
6. **Citizens Reports (citizen comments are in-person only)**
7. **Committee Reports**
  - A. Finance
    1. Approval of A/P checks
8. **Ordinances and Resolutions**
  - A. **Resolution 2021-73 – BUILDING, SITE, & OPERATION PLAN REVIEW** – Review a building, site, and operation plan for the construction and utilization of a ±778 square-foot, storage building located at 6025 Douglas Avenue, submitted by Patrice Sebastian, Applicant, S&P Holdings LLC, Owner. (Parcel ID Nos. 104-04-23-18-175-000, 104-04-23-18-177-000, & 104-04-23-18-181-000)
  - B. **Resolution 2021-74 – SIGN PLAN REVIEW** – Review a proposed master sign plan for the construction at 54 square-foot monument sign with an electronic message board for the multi-tenant development located at 1317 4 Mile Road submitted by Stephen Prochaska, Applicant, Kayne & Danny Properties, Owner. (Parcel ID No. 104-04-23-28-052-000)
  - C. **Resolution 2021-75 – FINAL PLAT REVIEW** – Review a final subdivision plat for the proposed Bluffside Subdivision submitted by Nancy Washburn, Applicant, Charles Kotaas Warren Knuth Trust. (Parcel ID No. 104-04-22-25-029-000, & 104-04-22-02-027-040)
  - D. **Resolution 2021-76** – Resolution Of The Village Board Of The Village Of Caledonia Approving A Loan Agreement Between, Village Of Caledonia And CCM- Caledonia, LLC And Cardinal Capital Management, Inc.
  - E. **Resolution 2021-77** – Resolution Of The Village Board Of The Village Of Caledonia To Vote To Approve The Fifth Amended Joint Chapter 11 Plan Of Reorganization Of Purdue Pharma L.P. And Its Affiliated Debtors As Recommended By Opioid Litigation Consortium Counsel In Consolidated Claim
10. **Report from Village Administrator**
11. **Adjournment**

**Village Board Meeting  
June 21, 2021**

**1 - Order**

Trustee Wishau called the Village Board meeting to order at 6:03 p.m., at the Caledonia Village Hall and via ZOOM.

**2 - Pledge of Allegiance**

**3 - Roll Call**

Board: Trustee Wanggaard, Trustee Weatherston, Trustee Stillman, Trustee Martin, Trustee McManus and Trustee Wishau.

Absent: President Dobbs was excused.

Staff: Village Administrator Kathy Kasper, HR Manager Michelle Tucker, Planning Director Peter Wagner, and Police Chief Christopher Botsch.

**4 - Communications and Announcements**

Trustee Martin said that the CDA has been focusing on Marketing. There are some very knowledgeable people working on this branding and would like to bring the Village into more consistency amongst our brandings. They will be making a presentation to the Board to bring them aware to their project and how it is progressing.

**5 - Approval of minutes**

Motion by Trustee Wanggaard to approve the minutes of the following meeting(s) as printed. Seconded by Trustee Stillman. Motion carried, unanimously.

Village Board – June 7, 2021

**6. Citizens Reports**

Ron Coutts, 609 Kentwood Dr., expressed concerns about people walking through the Siena Center and is requesting children at play signage to be placed near Erie Street and Kentwood Drive.

**7 - Committee Report**

**7A(1 Approval of A/P checks) -**

Village - \$ 414,490.14  
US Bank - \$ 47,372.41

Motion by Trustee Martin to approve the A/P checks and US Bank as presented.  
Seconded by Trustee Weatherston. Motion carried unanimously.

**7B(Legislative & Licensing - Grant 2021-2022 Class A and Class B Beer & Liquor Licenses**

These are all renewals, and all necessary applications have been submitted to the Clerk's office.

Motion by Trustee Stillman to approve the Legislative & Licensing Grant 2021-2022 Class A and Class B Beer & Liquor Licenses. Seconded by Trustee Wanggaard. Motion carried unanimously.

**8 - New Business**

**8A – COPS Grant**

This conversation carried over from the Finance Committee.

Chief Botsch rehashed what he spoke about at Finance. When inputting the data for the grant itself, we discovered that it was not 75% each year but up to a max of 75% each year over the course of 3 years. He explained the difference between the original obligation and the updated projections. We are only allowed 125,000 total through federal funding. Our cost for 2 officers would be \$400,000 which is double from the original projections but is less then if we pursue the hires without the assistance from the grant. Chief Botsch will still be requesting 2 officers during budget time, regardless.

The grant application is due tomorrow and will be submitted tonight.

The odds to receive the grant is still 10-20%, and the Board would then determine if they would like to accept. The Board discussed if they still wanted to pursue the grant and was concerned if they haphazardly accepted the grant without taking it, how that would affect applying for the grants moving forward.

Motion by Trustee Weatherston to approve the cops grant application as filled out.  
Seconded by Trustee Stillman.

Trustee Weatherston – aye

Trustee Stillman – aye

Trustee Wanggaard – aye

Trustee Wishau – nay

Trustee McManus – aye

Trustee Martin – nay

Motion carried, 4/2

There was concern about how they would fund these positions moving forward. Some Board members felt that the Fire Department resources could be reallocated to the Police Department. There was also concern about applying for a grant for more personnel without the intention of retaining the employees.

**9 – Report from Village Administrator**

The demolition has started for the Culvers Property. Starbucks is set to open on June 24<sup>th</sup> with O&H in mid-July.

**10 – Adjournment**

Motion by Trustee Wanggaard to adjourn. Seconded by Trustee McManus. Motion carried unanimously.

Meeting adjourned at 6:22 p.m.

Respectfully submitted,

Joslyn Hoeffert, Village Clerk

Board Present: Trustee Wanggaard, Trustee Martin, Trustee Wishau, and Trustee Weatherston, Trustee Stillman, Trustee McManus, and President Dobbs.

Absent None.

Staff/Others: Village Administrator Kathy Kasper, HR Manager Michelle Tucker, Public Works Director Tom Lazcano, Development Director Peter Wagner, and Police Chief Christopher Botsch. CFO Dave Wagner was present via ZOOM.

**1. Call the meeting to order**

Trustee Wishau called the meeting to order at 5:32 p.m., at the Caledonia Village Hall.

**2. The VILLAGE BOARD will take up a motion to go into CLOSED SESSION pursuant to Sec .19.85(1)(e), Wis. Stat., deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session: specifically to discuss a development in Tax Incremental District No. 5..**

Motion by Trustee Wanggaard to go into Closed Session. Seconded by Trustee Weatherston.

Trustee Weatherston – aye                      Trustee Stillman – aye  
Trustee Wanggaard – aye                      Trustee Wishau – aye  
Trustee McManus – aye                      Trustee Martin – aye  
President Dobbs – aye  
Motion carried unanimously.

**3. The VILLAGE BOARD reserves the right to go back into OPEN SESSION, and possibly take action on the items discussed during the closed session.**

Motion by Trustee Wanggaard to go into open session. Seconded by Trustee Stillman. Motion carried unanimously.

**4. Adjournment.**

Motion by Trustee Wanggaard to adjourn. Seconded by Trustee Stillman. Motion carried unanimously. Adjourned at 6:02 p.m.

Respectfully submitted,

Joslyn Hoeffert  
Village Clerk

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
<b>ACH - JAMES IMAGING</b>								
897	ACH - JAMES IMAGING	29461103	LEASE PAYMENT FOR COPIER	06/07/2021	1,520.66	.00		100-30-62100 Contracted Services
Total ACH - JAMES IMAGING:					1,520.66	.00		
<b>ACH - PITNEY BOWES</b>								
1016	ACH - PITNEY BOWES	06-11-21	JUN-21; POSTAGE METER REFI	06/11/2021	515.97	.00		200-10-64040 Postage & Shipping
Total ACH - PITNEY BOWES:					515.97	.00		
<b>ACH - QUADIENT FINANCE USA INC</b>								
3898	ACH - QUADIENT FINANCE USA	043021	POSTAGE AND SUPPLY PURCH	04/30/2021	1,043.46	.00		100-13-64040 Postage & Shipping
Total ACH - QUADIENT FINANCE USA INC:					1,043.46	.00		
<b>ACH - SUPERFLEET</b>								
1730	ACH - SUPERFLEET	EJ994061821	FUEL	06/30/2021	768.19	.00		100-35-63200 Fuel, Oil, Fluids
Total ACH - SUPERFLEET:					768.19	.00		
<b>ACH - TIAA COMMERCIAL FINANCE, INC.</b>								
1851	ACH - TIAA COMMERCIAL FINA	8227117	PRINTER LEASE JUNE	06/15/2021	4,508.07	.00		100-90-62300 Office Equipment Rental & Main
Total ACH - TIAA COMMERCIAL FINANCE, INC.:					4,508.07	.00		
<b>ACH - TOSHIBA FINANCIAL SERVICES</b>								
1998	ACH - TOSHIBA FINANCIAL SER	29548432	COPIER FOR COURT SYSTEM	06/21/2021	160.66	.00		100-90-62300 Office Equipment Rental & Main
Total ACH - TOSHIBA FINANCIAL SERVICES:					160.66	.00		
<b>ACH - WE ENERGIES</b>								
380	ACH - WE ENERGIES	33121	MARCH 2021	03/24/2021	693.44	.00		222-00-64140 Utilities
380	ACH - WE ENERGIES	33121	MARCH 2021	03/24/2021	4,293.40	.00		100-43-64140 Utilities
380	ACH - WE ENERGIES	33121	MARCH 2021	03/24/2021	662.74	.00		221-00-64140 Utilities
380	ACH - WE ENERGIES	33121	MARCH 2021	03/24/2021	2,791.87	.00		100-35-64140 Utilities
380	ACH - WE ENERGIES	33121	MARCH 2021	03/24/2021	1,373.67	.00		100-30-64140 Utilities
380	ACH - WE ENERGIES	33121	MARCH 2021	03/24/2021	1,701.93	.00		100-41-64140 Utilities
380	ACH - WE ENERGIES	33121	MARCH 2021	03/24/2021	12,445.46	.00		100-90-64290 Street Lighting
380	ACH - WE ENERGIES	3749958982	FIRE STATION #2 CAUTION LIG	06/17/2021	17.91	.00		100-35-64140 Utilities
380	ACH - WE ENERGIES	3749958982	LINWOOD PARK LIGHTS	06/17/2021	18.11	.00		221-00-64140 Utilities
Total ACH - WE ENERGIES:					23,998.53	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
<b>AERO COMPRESSED GASES</b>								
29	AERO COMPRESSED GASES	439985	MEDICAL OXYGEN	06/23/2021	113.51	.00		100-35-64280 Medical Supplies
Total AERO COMPRESSED GASES:					113.51	.00		
<b>APEX KEY &amp; LOCK</b>								
118	APEX KEY & LOCK	INV-2353	DOOR LOCK REPAIR STATION 1	06/30/2021	130.00	.00		100-35-64240 Building Repairs & Maintenance
Total APEX KEY & LOCK:					130.00	.00		
<b>ARAMARK</b>								
128	ARAMARK	001641352804	RUG DELIVERY - VILLAGE HALL	06/16/2021	215.08	.00		100-43-62100 Contracted Services
Total ARAMARK:					215.08	.00		
<b>ASCENSION MEDICAL GROUP</b>								
135	ASCENSION MEDICAL GROUP	167446	DRUG/ALCOHOL SCREEN WEL	04/30/2021	95.00	.00		100-41-51100 Testing/Physicals
Total ASCENSION MEDICAL GROUP:					95.00	.00		
<b>BELLE CITY FIRE &amp; SAFETY</b>								
196	BELLE CITY FIRE & SAFETY	57279	UV SUNSCREEN	06/16/2021	49.95	.00		100-41-64070 Work Supplies
196	BELLE CITY FIRE & SAFETY	57305	FIRST AID KIT SUPPLIES - VILL	06/24/2021	41.05	.00		100-43-64070 Work Supplies
196	BELLE CITY FIRE & SAFETY	9433945	FIRE EXT. INSP. VILLAGE	05/18/2021	90.75	.00		100-43-64240 Building Repairs & Maintenance
196	BELLE CITY FIRE & SAFETY	9457370	FIRE EXT. AND (1) RECHARGE,	05/20/2021	833.95	.00		100-41-64070 Work Supplies
Total BELLE CITY FIRE & SAFETY:					1,015.70	.00		
<b>BJELAJAC &amp; KALLENBACH, LLC</b>								
210	BJELAJAC & KALLENBACH, LL	19115-024D-17	FOUR MILE ROAD SPECIAL AS	05/31/2021	805.80	.00		414-00-61000 Professional Services
210	BJELAJAC & KALLENBACH, LL	20115-017D-5	BRIARWOOD CONDO. EASEME	05/31/2021	616.20	.00		100-23163-001 Briarwood
210	BJELAJAC & KALLENBACH, LL	20115-073D-7	WISPARK 2020 SANITARY SEW	05/31/2021	252.80	.00		414-00-61000 Professional Services
210	BJELAJAC & KALLENBACH, LL	21115-030D-2	GRACYALNY LAWSUIT	05/31/2021	616.20	.00		100-90-61100 Attorney Fees
Total BJELAJAC & KALLENBACH, LLC:					2,291.00	.00		
<b>BUY RIGHT, INC.</b>								
273	BUY RIGHT, INC.	14873-328107	OIL DRY	06/30/2021	63.30	.00		100-35-64250 Equipment Repairs & Maintenance
273	BUY RIGHT, INC.	327233	POWER STEERING FLUID MED	06/23/2021	10.10	.00		100-35-63300 Vehicle Repairs & Maintenance
273	BUY RIGHT, INC.	327345	INVENTORY STATION 11 AND L	06/23/2021	27.58	.00		100-35-63300 Vehicle Repairs & Maintenance
273	BUY RIGHT, INC.	327377	ERASER WHEEL FOR DECALS	06/23/2021	34.77	.00		100-35-63300 Vehicle Repairs & Maintenance
273	BUY RIGHT, INC.	327720	INVENTORY STATION 11	06/23/2021	46.33	.00		100-35-63300 Vehicle Repairs & Maintenance
273	BUY RIGHT, INC.	327741	DRAIN PLUG MED 12	06/23/2021	6.08	.00		100-35-63300 Vehicle Repairs & Maintenance

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
Total BUY RIGHT, INC.:					188.16	.00		
<b>CLEANCO</b>								
9021	CLEANCO	3735	CLEANING SERVICES JUNE 202	06/15/2021	869.00	.00		100-43-62100 Contracted Services
Total CLEANCO:					869.00	.00		
<b>CLERK OF COURT</b>								
377	CLERK OF COURT	DN80SX4FDG/	APPEAL CITATION #DN80SX4FD	06/24/2021	180.50	.00		100-00-45110 Muni Court Fines
Total CLERK OF COURT:					180.50	.00		
<b>CLL SERVICES INC</b>								
9085	CLL SERVICES INC	545	MILEAGE AND ADMINISTRATIV	05/26/2021	234.64	.00		100-90-62900 Private Property Maintenance
9085	CLL SERVICES INC	547	WEED CUTTING SERVICES 861	05/28/2021	320.00	.00		100-90-62900 Private Property Maintenance
9085	CLL SERVICES INC	547	WEED CUTTING SERVICES 760	05/28/2021	200.00	.00		100-90-62900 Private Property Maintenance
9085	CLL SERVICES INC	547	WEED CUTTING SERVICES 981	05/28/2021	120.00	.00		100-90-62900 Private Property Maintenance
9085	CLL SERVICES INC	547	WEED CUTTING SERVICES 680	05/28/2021	120.00	.00		100-90-62900 Private Property Maintenance
Total CLL SERVICES INC:					994.64	.00		
<b>COMPLETE OFFICE OF WISCONSIN</b>								
392	COMPLETE OFFICE OF WISCO	106720	MISC PRINTING SUPPLIES	06/17/2021	66.47	.00		100-32-64060 Copying & Printing
392	COMPLETE OFFICE OF WISCO	115605	JANITORIAL SUPPLIES	06/30/2021	153.81	.00		100-35-64100 Janitorial Supplies
Total COMPLETE OFFICE OF WISCONSIN:					220.28	.00		
<b>CUMMINS SALES AND SERVICES</b>								
429	CUMMINS SALES AND SERVICE	F6-10728	PM ON GENERATOR AT STATIO	06/23/2021	437.28	.00		100-35-64240 Building Repairs & Maintenance
429	CUMMINS SALES AND SERVICE	F6-10735	PM FULL SERVICE ON GENERA	06/23/2021	449.35	.00		100-35-64240 Building Repairs & Maintenance
Total CUMMINS SALES AND SERVICES:					886.63	.00		
<b>DIVERSIFIED BENEFIT SERVICES</b>								
525	DIVERSIFIED BENEFIT SERVIC	330987	JUNE MONTHLY FSA ADMINIST	06/17/2021	222.95	.00		100-90-62100 Contracted Services
Total DIVERSIFIED BENEFIT SERVICES:					222.95	.00		
<b>EMERGENCY LIGHTING AND ELECTRONICS</b>								
9179	EMERGENCY LIGHTING AND EL	210206	#218 NEW SIREN	06/21/2021	339.30	.00		100-30-63300 Vehicle Repairs & Maintenance
Total EMERGENCY LIGHTING AND ELECTRONICS:					339.30	.00		



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
<b>FGMARCHITECTS</b>								
652	FGMARCHITECTS	21-3121.01-3	PROJECT 21-3121.01 PROF. SE	06/16/2021	2,300.00	.00		400-35-65020 Building Improvements
Total FGMARCHITECTS:					2,300.00	.00		
<b>FOTH INFRASTRUCTURE &amp; ENVIRO, LLC</b>								
666	FOTH INFRASTRUCTURE & EN	72992	PROJECT #0018C031.01 DEBAC	06/24/2021	85.00	.00		414-00-61000 Professional Services
Total FOTH INFRASTRUCTURE & ENVIRO, LLC:					85.00	.00		
<b>GENERAL FIRE EQUIPMENT</b>								
3832	GENERAL FIRE EQUIPMENT	145107	BADGES FOR CHIEF	06/30/2021	311.32	.00		100-35-64070 Work Supplies
Total GENERAL FIRE EQUIPMENT:					311.32	.00		
<b>GRAND APPLIANCE &amp; TV</b>								
3828	GRAND APPLIANCE & TV	22391	REPAIRS TO STOVE AT STATIO	06/23/2021	408.54	.00		100-35-64250 Equipment Repairs & Maintenanc
Total GRAND APPLIANCE & TV:					408.54	.00		
<b>IBD LLC</b>								
828	IBD LLC	100685915	CREDIT FOR BATTERY CORE	04/13/2021	20.00-	.00		100-35-64250 Equipment Repairs & Maintenanc
Total IBD LLC:					20.00-	.00		
<b>IMPERIAL BAG &amp; PAPER CO, LLC DBA KRANZ</b>								
1097	IMPERIAL BAG & PAPER CO, LL	1750780-00	JANITORIAL SUPPLIES	06/30/2021	89.92	.00		100-35-64100 Janitorial Supplies
Total IMPERIAL BAG & PAPER CO, LLC DBA KRANZ:					89.92	.00		
<b>INTRADYN</b>								
809	INTRADYN	6024	EMAIL ARCHIVE SERVICE	06/25/2021	1,000.00	.00		100-90-64300 IT Maintenance & Subscriptions
Total INTRADYN:					1,000.00	.00		
<b>J. MICHAUD'S TREE SOLUTIONS LLC</b>								
9111	J. MICHAUD'S TREE SOLUTION	06182021	HWY STUMP GRINDING	06/18/2021	1,320.00	.00		100-41-62100 Contracted Services
Total J. MICHAUD'S TREE SOLUTIONS LLC:					1,320.00	.00		
<b>JOHNS DISPOSAL SERVICE, INC.</b>								
967	JOHNS DISPOSAL SERVICE, IN	670928	RECYCLE SERVICES - JUNE202	06/30/2021	40,498.50	.00		241-00-62100 Contracted Services
967	JOHNS DISPOSAL SERVICE, IN	670928	REFUSE SERVICES - JUNE2021	06/30/2021	82,398.00	.00		240-00-62100 Contracted Services

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
Total JOHNS DISPOSAL SERVICE, INC.:					122,896.50	.00		
<b>KARL H. SCHNABEL CO. INC.</b>								
1033	KARL H. SCHNABEL CO. INC.	123326	TIME CARDS	06/28/2021	81.30	.00		100-30-64030 Office Supplies
1033	KARL H. SCHNABEL CO. INC.	123332	BUSINESS CARDS KASPER, HO	06/24/2021	56.55	.00		100-11-64030 Office Supplies
1033	KARL H. SCHNABEL CO. INC.	123332	BUSINESS CARDS KASPER, HO	06/24/2021	169.65	.00		100-13-64030 Office Supplies
1033	KARL H. SCHNABEL CO. INC.	123332	BUSINESS CARDS KASPER, HO	06/24/2021	56.55	.00		100-40-64030 Office Supplies
Total KARL H. SCHNABEL CO. INC.:					364.05	.00		
<b>KASDORF, LEWIS &amp; SWIETLIK, S.C.</b>								
9039	KASDORF, LEWIS & SWIETLIK,	542626	SERVICES FOR FILE NO. 3226.2	06/15/2021	1,775.00	.00		100-90-61000 Professional Services
Total KASDORF, LEWIS & SWIETLIK, S.C.:					1,775.00	.00		
<b>KONICA MINOLTA</b>								
1090	KONICA MINOLTA	9007813618	MAY-21; ADM COPIER USE	06/04/2021	164.45	.00		200-10-64060 Copying & Printing
1090	KONICA MINOLTA	9007813618	MAY-21; ADM COPIER USE	06/04/2021	164.45	.00		200-72-64060 Copying & Printing
Total KONICA MINOLTA:					328.90	.00		
<b>LANGE ENTERPRISES, INC.</b>								
1135	LANGE ENTERPRISES, INC.	76600	SIGN SHOP MATERIALS	06/18/2021	3,537.80	.00		100-41-64090 Road Maintenance Materials
Total LANGE ENTERPRISES, INC.:					3,537.80	.00		
<b>LANGUAGE LINE SERVICES</b>								
2330	LANGUAGE LINE SERVICES	10245873	MAY-21; COVID TRANSLATION	05/31/2021	24.24	.00		200-72-61000 Professional Services
Total LANGUAGE LINE SERVICES:					24.24	.00		
<b>MALEK &amp; ASSOCIATES</b>								
1212	MALEK & ASSOCIATES	6238	PLAN REVIEW GREENWOOD	06/30/2021	195.00	.00		100-23162-000 Developer Deposits-Fire Dept
Total MALEK & ASSOCIATES:					195.00	.00		
<b>MARTIN FORD, INC.</b>								
1234	MARTIN FORD, INC.	126196	#206 OIL CHANGE INSPECTION	06/17/2021	36.50	.00		100-30-63300 Vehicle Repairs & Maintenance
Total MARTIN FORD, INC.:					36.50	.00		
<b>MAYER REPAIR</b>								
1260	MAYER REPAIR	15988s	REPAIRS TO MED 12	06/30/2021	900.40	.00		100-35-63300 Vehicle Repairs & Maintenance

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
Total MAYER REPAIR:					900.40	.00		
<b>MOBILE REDUCTION SPECIALISTS</b>								
1345	MOBILE REDUCTION SPECIALI	66215	(5) 30 YARD CONTAINERS	06/11/2021	2,125.00	.00		241-00-62800 Waste Disposal
1345	MOBILE REDUCTION SPECIALI	66282	BRUSH SHREDDING 6/17/21	06/18/2021	1,806.25	.00		241-00-62800 Waste Disposal
1345	MOBILE REDUCTION SPECIALI	66286	(3) 30 YARD CONTAINERS 6/18/	06/21/2021	1,275.00	.00		241-00-62800 Waste Disposal
Total MOBILE REDUCTION SPECIALISTS:					5,206.25	.00		
<b>MOTOROLA SOLUTIONS</b>								
1354	MOTOROLA SOLUTIONS	1187053905	16 RADIO INSTALL/ADJUSTMEN	06/07/2021	29,870.27	.00		400-30-65030 Equipment
1354	MOTOROLA SOLUTIONS	16141134	MOBILE RETROFIT KIT/CONTR	04/03/2021	796.80	.00		400-30-65030 Equipment
1354	MOTOROLA SOLUTIONS	8230318924	SERVICE AGREEMENT ONE YE	05/08/2021	18,942.00	.00		100-30-64300 IT Maintenance & Subscriptions
1354	MOTOROLA SOLUTIONS	8281103467	CHARGERS,SPEAKER MICS	02/26/2021	435.08	.00		400-30-65030 Equipment
Total MOTOROLA SOLUTIONS:					50,044.15	.00		
<b>MUNICIPAL COURT REFUNDS</b>								
8998	MUNICIPAL COURT REFUNDS	BF819943-5 R	BF819943-5 REFUND	06/18/2021	210.25	.00		100-00-45110 Muni Court Fines
Total MUNICIPAL COURT REFUNDS:					210.25	.00		
<b>NASSCO, INC.</b>								
1371	NASSCO, INC.	2761701	URINAL DEOSCREEN	06/17/2021	27.24	.00		100-41-64100 Janitorial Supplies
1371	NASSCO, INC.	6004573	TOILET TISSUE, HAND SOAP	06/15/2021	340.32	.00		222-00-64100 Janitorial Supplies
1371	NASSCO, INC.	6004574	BATH TISSUE	06/15/2021	71.17	.00		221-00-64100 Janitorial Supplies
Total NASSCO, INC.:					438.73	.00		
<b>NATURE SCAPE LAWN AND LANDSCAPE</b>								
9124	NATURE SCAPE LAWN AND LA	060121	WEED CONTROL AT CRAWFOR	06/01/2021	220.00	.00		221-00-62700 Grounds Services
Total NATURE SCAPE LAWN AND LANDSCAPE :					220.00	.00		
<b>PALMEN DODGE</b>								
1441	PALMEN DODGE	192213	#208 BRAKE PAD/SHIM ADJUST	06/16/2021	178.46	.00		100-30-63300 Vehicle Repairs & Maintenance
1441	PALMEN DODGE	192376	#208 ADDRESS LEAKING CONC	06/21/2021	73.50	.00		100-30-63300 Vehicle Repairs & Maintenance
Total PALMEN DODGE:					251.96	.00		
<b>PATS SERVICES INC.</b>								
1462	PATS SERVICES INC.	A-216092	PORTABLE TOILET AT YARDWA	06/15/2021	90.00	.00		241-00-62100 Contracted Services

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
Total PATS SERVICES INC.:					90.00	.00		
<b>PAYNE &amp; DOLAN, INC.</b>								
1474	PAYNE & DOLAN, INC.	1743128	5 TON HOT MIX	06/18/2021	296.25	.00		100-41-64090 Road Maintenance Materials
1474	PAYNE & DOLAN, INC.	1745025	201.63 TON OF TB	06/24/2021	2,419.56	.00		100-41-64090 Road Maintenance Materials
Total PAYNE & DOLAN, INC.:					2,715.81	.00		
<b>RAY O'HERRON</b>								
9176	RAY O'HERRON	2122114-IN	AMMUNITION	06/17/2021	1,324.00	.00		100-30-64070 Work Supplies
Total RAY O'HERRON:					1,324.00	.00		
<b>RDS TRUCK SERVICE INC.</b>								
1603	RDS TRUCK SERVICE INC.	00050376	HEAT CONTROL NOBS	06/18/2021	155.73	.00		100-41-63300 Vehicle Repairs & Maintenance
Total RDS TRUCK SERVICE INC.:					155.73	.00		
<b>ROYAL CAR CARE INC.</b>								
1708	ROYAL CAR CARE INC.	053121	MAY CAR WASHES VILLAGE	05/31/2021	74.62	.00		100-43-63300 Vehicle Repairs & Maintenance
Total ROYAL CAR CARE INC.:					74.62	.00		
<b>South Shore Heating AC &amp; Hydronic</b>								
9151	South Shore Heating AC & Hydro	1166131491	ATTEMP TO REPAIR LOBBY AC	06/16/2021	79.00	.00		100-30-64240 Building Repairs & Maintenance
Total South Shore Heating AC & Hydronic:					79.00	.00		
<b>STRYKER SALES CORPORATION</b>								
8	STRYKER SALES CORPORATIO	3429369M	EMS SUPPLIES	06/30/2021	230.35	.00		100-35-64280 Medical Supplies
Total STRYKER SALES CORPORATION:					230.35	.00		
<b>TELEFLEX</b>								
9037	TELEFLEX	9504101862	EMS SUPPLIES	06/23/2021	562.50	.00		100-35-64280 Medical Supplies
Total TELEFLEX:					562.50	.00		
<b>UNITED STATES TREASURY</b>								
2044	UNITED STATES TREASURY	073121	2021 - FORM 720 QUARTERLY F	06/18/2021	409.64	.00		100-10-64070 Miscellaneous
Total UNITED STATES TREASURY:					409.64	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
<b>UPTOWN AUTO BODY OF RACINE</b>								
9178	UPTOWN AUTO BODY OF RACI	528ea772	BODY LABOR MULTIPLE SQUA	06/16/2021	360.00	.00		100-30-63300 Vehicle Repairs & Maintenance
Total UPTOWN AUTO BODY OF RACINE:					360.00	.00		
<b>VILLAGE OF MT. PLEASANT</b>								
2082	VILLAGE OF MT. PLEASANT	38625	MAY-21; COVID CLINIC VACCIN	06/14/2021	2,021.00	.00		200-72-62100 Contracted Services
2082	VILLAGE OF MT. PLEASANT	38626	RANGE USE CHARGES	06/11/2021	495.00	.00		100-30-51300 Education/Training/Conferences
Total VILLAGE OF MT. PLEASANT:					2,516.00	.00		
<b>VON BRIESEN &amp; ROPER SC</b>								
2091	VON BRIESEN & ROPER SC	359211	ERIE STREET PROFESSIONAL S	06/16/2021	892.50	.00		415-00-61000 Professional Services
2091	VON BRIESEN & ROPER SC	359554	LABOR AND PERSONNEL FOR	06/21/2021	472.00	.00		100-90-61100 Attorney Fees
Total VON BRIESEN & ROPER SC:					1,364.50	.00		
<b>WEST ALLIS BLUEPRINT</b>								
2127	WEST ALLIS BLUEPRINT	153089	CANNON CONTRACT AND INK	04/15/2021	94.68	.00		100-43-62100 Contracted Services
2127	WEST ALLIS BLUEPRINT	154374	CANNON CONTRACT AND INK	06/03/2021	117.31	.00		100-43-62100 Contracted Services
Total WEST ALLIS BLUEPRINT:					211.99	.00		
Grand Totals:					242,295.94	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
--------	-------------	----------------	-------------	--------------	-----------------------	-------------	-----------	----------------------

Dated: \_\_\_\_\_

Village President: \_\_\_\_\_

Village Board: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Village Clerk: \_\_\_\_\_

**RESOLUTION NO. 2021-73**

**A RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA TO APPROVE A SITE, BUILDING, & OPERATIONS PLAN TO CONSTRUCT A ±778 SQUARE-FOOT STORAGE BUILDING WITH OPEN AIR PATIO/OVERHANG FOR THE PROPERTY LOCATED AT 6025 DOUGLAS AVENUE, VILLAGE OF CALEDONIA, RACINE COUNTY, WI; PATRICE SEBASTIAN, APPLICANT, S&P HOLDINGS LLC, OWNERS**

The Village Board for the Village of Caledonia resolves as follows:

**WHEREAS**, Patrice Sebastian, Applicant, has requested a conditional use and site, building, and operations plan to construct a ±778 square-foot storage building with open air patio/overhang for property located at 6025 Douglas Avenue, Parcel ID Nos. 104-04-23-18-175-000, 104-04-23-18-177-000, 104-04-23-18-181-000, Village of Caledonia, Racine County, WI; and,

**WHEREAS**, the Village of Caledonia Plan Commission recommended approval of the site, building, and operations plan, subject to the conditions attached hereto as **Exhibit A**, for the following reasons:

1. The proposed use is allowed by underlying zoning through the building, site & operation plan review process.
2. The proposed use will not adversely affect the surrounding property values.
3. The proposed building is consistent with the existing use on the property.

**NOW, THEREFORE, BE IT RESOLVED**, by the Village Board of the Village of Caledonia that the requested building, site, and operations plan set forth above, is hereby approved for the same reasons set forth above and subject to the same conditions and contingency imposed by the Village Plan Commission.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this \_\_\_\_ day of July, 2021.

**VILLAGE OF CALEDONIA**

By: \_\_\_\_\_  
James R. Dobbs  
Village President

Attest: \_\_\_\_\_  
Megan O'Brien  
Deputy Village Clerk

**EXHIBIT A - CONDITIONS**  
**Sebastian's Storage Building**  
**6025 Douglas Avenue**

1. Building Permit. The applicant must obtain a building permit card from the Village after paying all building and zoning fees. This card must be displayed in a prominent location at the project site, and a copy of these conditions must be kept at the project site at all times until the project has been completed.
2. Compliance. Failure to comply with the terms and conditions stated herein could result in the issuance of citation(s) and/or revocation of this permit.
3. Binding Effect. These conditions bind and are applicable to the Property Owner, Agent, and any other users of the Property Owner with respect to the uses on the Property.
4. Plans. The proposed ±768 square-foot storage building shall be located, constructed, and utilized in accordance with the plans and documents received by the Village Planning Department on June 25, 2021.
5. Engineering Department. The property owner or designated agent must contact the Village of Caledonia Engineering Department and must comply with all regulations and requirements of the Village of Caledonia Engineering Department.
6. Lighting. All lighting, if installed at the site, must be full cut-off lights that may not glare onto abutting properties or onto any public roadway.
7. No Accumulation of Refuse and Debris. Any fence, wall, hedge, yard, space or landscaped area must be kept free of any accumulation of refuse or debris. Plant materials must be kept in a healthy growing condition and structures must be maintained in a sound manner.
8. Property Maintenance Required. A complete and thorough maintenance program must be established to insure attractiveness. The continued positive appearance of buildings and property is dependent upon proper maintenance attitudes and procedures. Maintenance programs must be established that include watering, maintaining and pruning all landscape planting areas including removal and replacement of dead or diseased landscaping; cleaning up litter; sweeping, cleaning and repairing paved surfaces; and cleaning, painting, and repairing windows and building façade.
9. Performance Standards. The applicant must comply with the provisions of Article VII, Division 4, Performance Standards of Chapter 20, Zoning, Racine County Code of Ordinances, as adopted by the Village of Caledonia.
10. Expiration. This approval will expire twelve (12) months from the date of the Village's final approval unless substantial work has commenced following such grant. If this office determines that no substantial work has commenced, the project may not occur and will require the applicant to resubmit their plans for approval and incur all costs associated with the review.



11. Access. The applicant must allow any Village employee full and unlimited access to the project site at a reasonable time to investigate the project's construction, operation, or maintenance.
12. Compliance with Law. The applicant is responsible for obtaining all necessary federal, state, and local permits, approvals, and licenses. The applicant is required to comply with all applicable local, state, and federal regulations, including Titles 9, 14, 16 and 18 of the Village of Caledonia Code of Ordinances.
13. Agreement. By you accepting the site plan approval and beginning the project means that you have read, understand, and agree to follow all conditions of this approval. Therefore, Patrice Sebastian, S&P Holdings LLC, and their heirs, successors, and assigns, including tenants, are responsible for full compliance with the above conditions.
14. Subsequent Owners. It is the property owner's responsibility to inform any subsequent owner or operator of these conditions.

**RESOLUTION NO. 2021-74**

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA  
TO APPROVE A SIGN PLAN FOR THE DEVELOPMENT LOCATED 1317 4 MILE ROAD;  
STEPHEN PROCHASKA, APPLICANT, KAYNE & DANNY PROPERTIES, OWNER**

The Village Board for the Village of Caledonia resolves as follows:

**WHEREAS**, Kayne & Danny Properties, Owner, Stephen Prochaska, Applicant requested approval of a sign plan presented in **Exhibit A** at 1317 4 Mile Road; Parcel I.D. No. 104-04-23-28-052-000; and

**WHEREAS**, the Village Plan Commission has recommended approval of the sign plan for the following reason:

1. The proposed height and size are permissible through the sign plan review process.

**NOW, THEREFORE, BE IT RESOLVED**, by the Village Board of the Village of Caledonia that the sign plan as presented in **Exhibit A**, is hereby approved for the same reasons and requirements set forth above and subject to the same conditions imposed by the Village Plan Commission.

Adopted by the Village Board of the Village of Caledonia this \_\_\_ day of July, 2021.

**VILLAGE OF CALEDONIA**

By: \_\_\_\_\_

James R. Dobbs

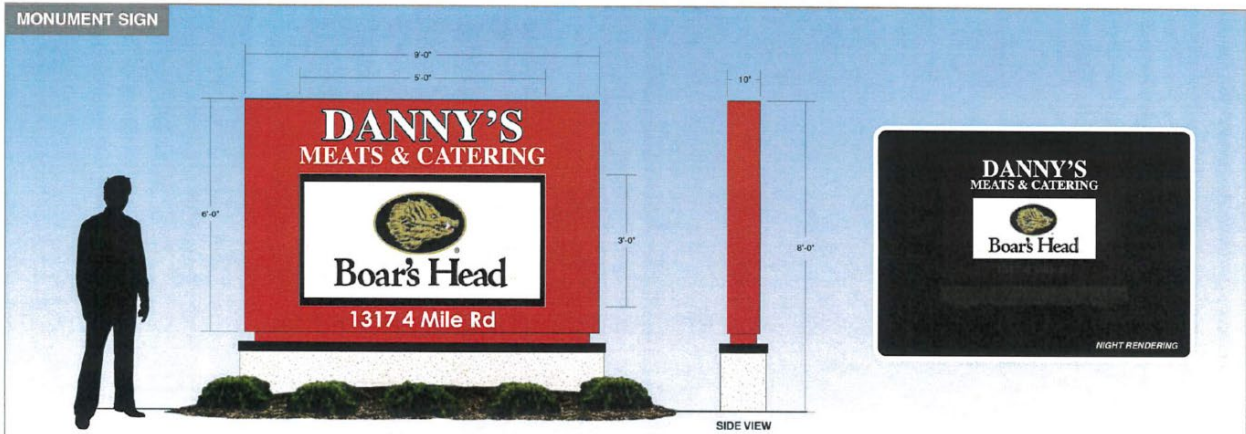
Village President

Attest: \_\_\_\_\_

Megan O'Brien

Deputy Village Clerk

# EXHIBIT A

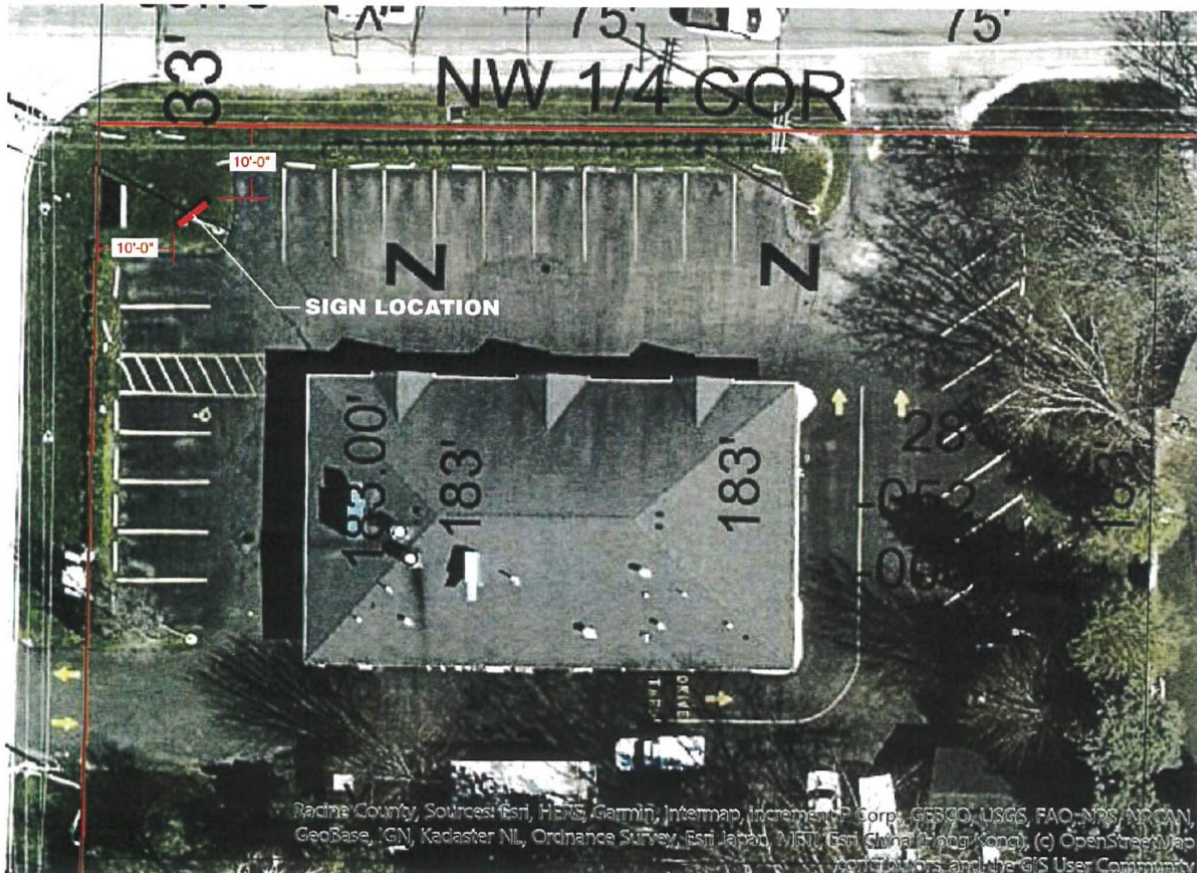


**DANNY'S MEATS & CATERING / MONUMENT SIGN**  
 ONE (1) SINGLE SIDED, INTERNALLY ILLUMINATED MONUMENT SIGN  
 CUSTOM FABRICATED ALUMINUM SIGN CABINET W/ MAP PAINTED FINISH  
 ROUTED 1/8" ALUMINUM FACES BACKED W/ WHITE LEXAN  
 SIGN INTERNALLY ILLUMINATED W/ SLOAN PRISMATIC WHITE LEDS (6500K)  
 16MM FULL COLOR WATCHFIRE LED DISPLAY (3' X6')  
 FABRICATED ALUMINUM BASE W/ MAP TEXTURE PAINTED FINISH  
 \*ADDRESS\* 1/2" SINTRA LETTERING STUD MOUNTED FLUSH TO BASE

**EMC SQUARE FOOTAGE: 15 SQ. FT.**  
**TOTAL SIGN AREA SQUARE FOOTAGE: 54 SQ. FT.**

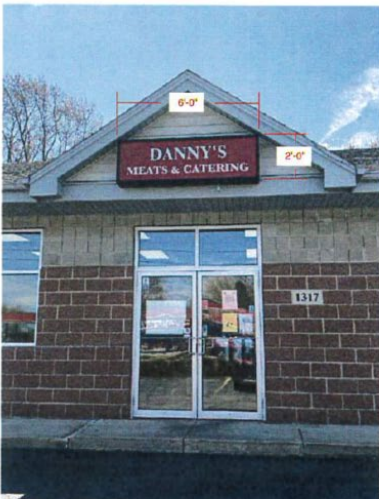
 "We protect your business" PH: (262) 664-0888 TOLL FREE: (800) 664-8110	Client: DANNY'S MEATS & CATERING Address: 1317 4 MILE RD City, State: RACINE, WI 53402 Sales Rep: STEPHEN PROCHASKA	Date: 1-6-21 Drawing #: 1(2) Sheet: 1 of 1 Scale: 1/2"=1' Designer: KD	REVISION 1-27-21 6-6-21	Illumination: <input checked="" type="checkbox"/> LED Electrical Requirements: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Sign Specifications: NOTED ABOVE	Quantity: 1 Print Colors (Assemble): MAP: BLACK WATCHFIRE: RED TO MATCH BLDG.	Vinyl Film Colors on Backboard: <input type="checkbox"/> 200 WHITE <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Client Signature: _____ Signature: _____ Date: _____ NOTICE: Michael's Sign, Inc. does NOT provide primary electrical to sign location. RESPONSIBILITY OF OTHERS. The lines and designs contained in this original and reproduced drawings are the sole property of Michael's Sign, Inc. and MAY NOT BE USED OR REPRODUCED in whole or in part without written permission.
	NOTE: DUE TO THE PHYSICAL LIMITATIONS OF THE PAPER AND INK INVOLVED IN THIS PRINTING PROCESS, THIS CUSTOM ARTWORK IS NOT INTENDED TO PROVIDE AN EXACT MATCH TO THE ACTUAL FINISHED PRINTED PRODUCT.						

## 1317 4 Mile Rd



**EXHIBIT A**

1317 4 Mile Rd, Racine, WI 53402



**RESOLUTION NO. 2021-75**

**RESOLUTION OF THE VILLAGE BOARD FOR THE VILLAGE OF CALEDONIA APPROVING THE FINAL PLAT FOR BLUFFSIDE SUBDIVISION - NE ¼ AND SE ¼ OF THE NW ¼ OF SECTION 25, T4N, R23E, VILLAGE OF CALEDONIA, RACINE COUNTY, WI; THOMAS ANTONNEAU OWNER; NANCY WASHBURN, AGENT; PARCEL NOS: 104-04-22-25-027-40 and 104-04-22-25-029-000**

The Village Board for the Village of Caledonia resolves as follows:

**WHEREAS**, Newport Development, Inc, Agent, has submitted a final plat in accordance with Chapter 3 of Title 14 of the Village’s Code of Ordinances for the Bluffside Subdivision. The final plat creates 19 lots and 3 outlots within the Sanitary Sewer Service Area and located in the NE ¼ and SE ¼ of the NW ¼ of Section 25, T4N, R23E, Village of Caledonia, as described on the Village Public Works Director’s Memo dated June 22, 2021 attached hereto as **Exhibit A**.

**WHEREAS**, on June 28, 2021, the Village Plan Commission recommended approval of the final plat of Bluffside Subdivision by the Village Board in accordance with the Village Public Works Director’s Memo dated June 22, 2021 attached hereto as **Exhibit A** (including the drawing) subject to the conditions outlined therein.

**NOW, THEREFORE, BE IT RESOLVED**, by the Village Board of the Village of Caledonia that the final plat of Bluffside Subdivision as set forth above, is hereby approved for the same reasons and requirements set forth above and subject to the same conditions imposed by the Village Plan Commission and compliance with all applicable Village ordinances, unless the applicant applies for an obtains waivers or modifications of such ordinances.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this \_\_\_\_ day of \_\_\_\_\_, 2021.

**VILLAGE OF CALEDONIA**

By: \_\_\_\_\_

James R. Dobbs  
Village President

Attest: \_\_\_\_\_

Megan O’Brien  
Deputy Village Clerk

# MEMORANDUM

Date: June 22, 2021

To: Plan Commission  
Village Board

From: Tom Lazcano P.E. *Tom Lazcano*  
Public Works Director

Re: Bluffside Final Plat  
Parcel ID's: 104-04-22-25-027-040 & 104-04-22-25-029-000

---

The Engineering Department has received a Final Plat for Bluffside Subdivision from Newport Development, Inc. on behalf of Thomas Antonneau.

Bluffside Subdivision is located south of 4 Mile Road along Bluffside Drive and Park Ridge Drive in the Village of Caledonia. This subdivision is located within the sanitary sewer service area and this Final Plat is for the creation of 19 Lots and 3 Outlots.

As background for the Plan Commission, the owners of the property had previously sold off a few parcels at a time in the past creating an unplatted subdivision without a subdivision plat or Homeowner's Association. This also created several parcels that are disconnected and share the same parcel ID. Village Ordinance now requires a Subdivision Plat to divide the property further. The developer plans to create a Homeowner's Association for the 19 Lots to care for the Outlot and stormwater pond maintenance.

The property currently has a R-2S Zoning Classification on it. R-2S Zoning requires 150 feet of street frontage and 40,000+ square feet size. The Village's 2035 Land Use Plan shows that the property shall be Low Density Residential, 19,000 square feet to 1.49 acres in size. The Final Plat meets or exceeds the requirements of the Land Use Plan.

The layout for Bluffside Subdivision is for 19 units at approximately 1.26 dwelling units per acre. This overall subdivision plan does have approximately 2.9 acres of open space for an overall open space percentage of 12.15%. The Developer is asking for a waiver to the 40% Open Space rule. The Developer stated the owner is looking into ways to make the southern 17.2-acre parcel into Park or Conservancy as it is in the Primary Environmental Corridor. If this land was an Outlot, a waiver would not be required. If the concept plan is acceptable to the Plan Commission and Village Board then the Developer will need to submit for a Final Plat.

The Plan Commission and Village Board will need to approve a waiver modification for a Subdivision with less than 40% Open Space.

If the Plan Commission and Village Board **are willing** to support the Final Plat the following motion is recommended.

**Move to approve the Final Plat subject to the following:**

- **A Pre-Development agreement needs to be entered into.**
- **A Developer's Agreement will need to be signed prior to final approval.**
- **Final Plat is subject to Engineering review comments and technical corrections from Village staff and Racine County staff.**
- **Approving the Open Space waiver modification.**
- **All new Lots will need to connect to Sanitary Sewer and Water facilities.**
- **An approved stormwater management and grading plan will be needed.**
- **Any Easements required by the Utility District.**
- **The Bluffside Final Plat must conform to all Ordinances in Titles 9, 14, & 18 as necessary.**

If the Plan Commission and Village Board **are not willing** to support the Final Plat the following motion is recommended.

**Move to deny the Final Plat subject to the following:**

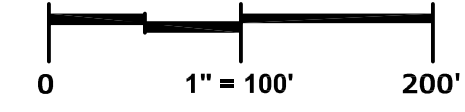
- **Final Plat does not meet the Open Space requirement.**

# BLUFFSIDE

Being all of Parcel 4 of Certified Survey Map No. 1879 and additional lands in the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 Section 25, Township 4 North, Range 23 East, Village of Caledonia, Racine County, Wisconsin.



GRAPHICAL SCALE (FEET)



Bearings referenced to the Wisconsin State Plane Coordinate System, South Zone (N.A.D. 1983/2011). The north line of the Northwest 1/4 of Section 25, Township 4 North, Range 22 East has a bearing of S89°47'58"W.

**BUILDING SETBACKS:**  
STREET SETBACK = 50 FEET  
REARYARD = 50 FEET  
SIDEYARD = 15 FEET

LINE NO.	BEARING	DISTANCE
L1	N21°26'32"W	16.19'
L2	S89°47'58"W	66.00'
L3	S00°12'02"E	66.00'
L4	S00°35'22"W	105.00'
L5	N22°05'02"W	77.08'
L6	N66°15'06"E	91.03'
L7	S89°47'58"W	83.00'
L8	S66°15'06"W	91.03'
L9	S29°07'20"W	66.19'

PREPARED FOR:  
NEWPORT DEVELOPMENT  
8338 Corporate Drive, Suite 300  
Mount Pleasant, WI 53406

Prepared by:  
**PINNACLE ENGINEERING GROUP**  
20725 WATERTOWN ROAD | SUITE 100  
BROOKFIELD, WI 53186  
OFFICE: (262) 754-8888

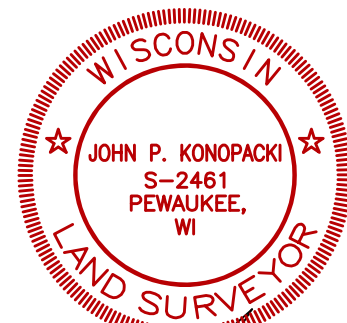
- LEGEND:**
- - Denotes Found 1" Iron Pipe
  - - Denotes Found 2" Iron Pipe
  - - Denotes Found 3/4" Iron Rod
  - SF - Denotes "Square Foot"
  - (R) - Denotes "Recorded As"

All other corners are marked by a 3/4" X 18" Iron Rebar, 1.5 LBS/FT.

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

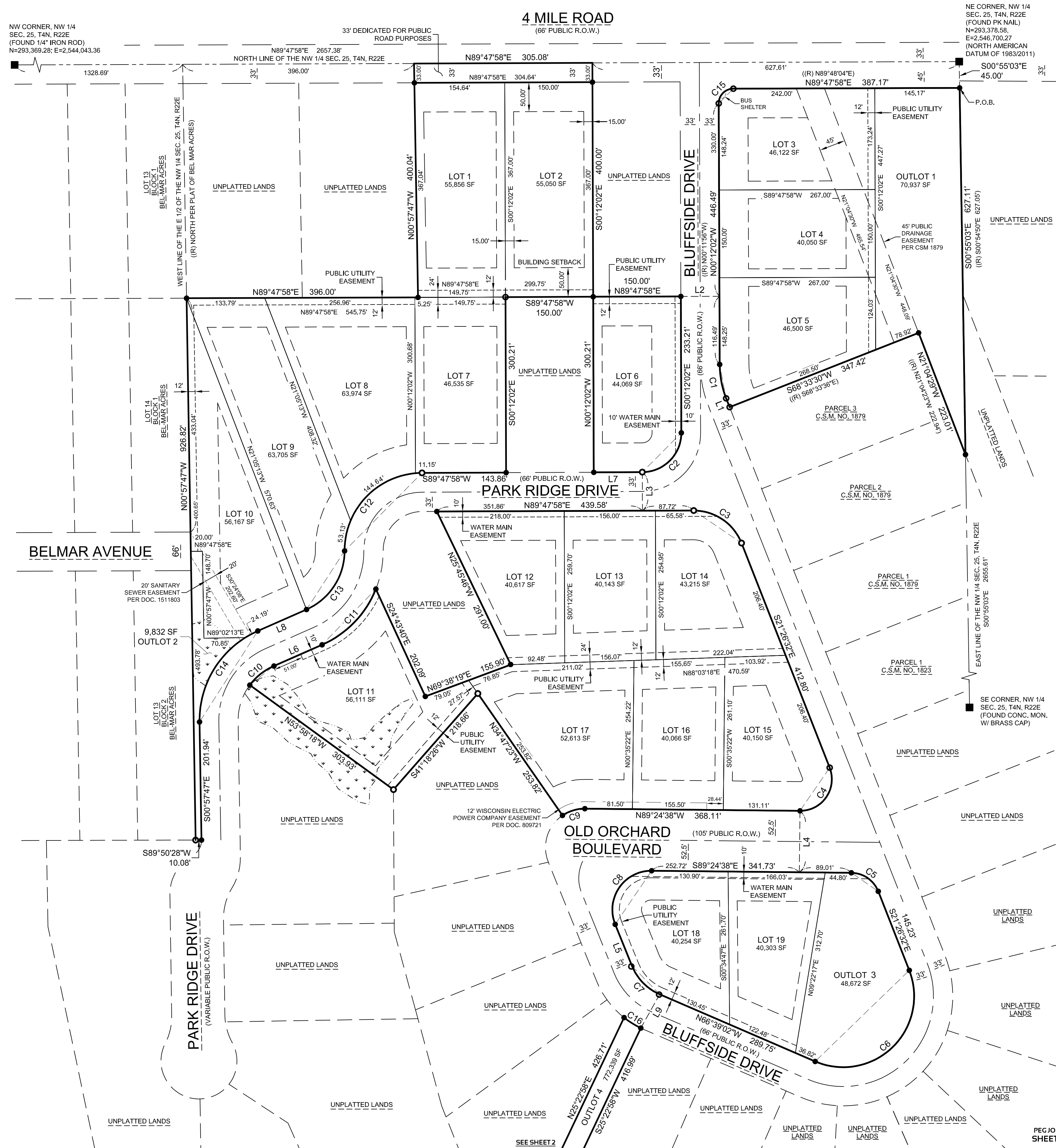
Certified \_\_\_\_\_, 20\_\_

Department of Administration



JUNE 22, 2021

This instrument drafted by John P. Konopacki, PLS-Registration No. S-2461  
**PINNACLE ENGINEERING GROUP**

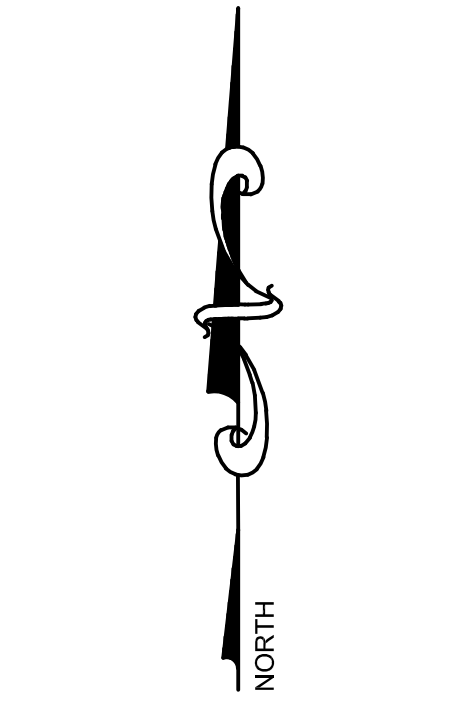


www.pinnacle-engr.com



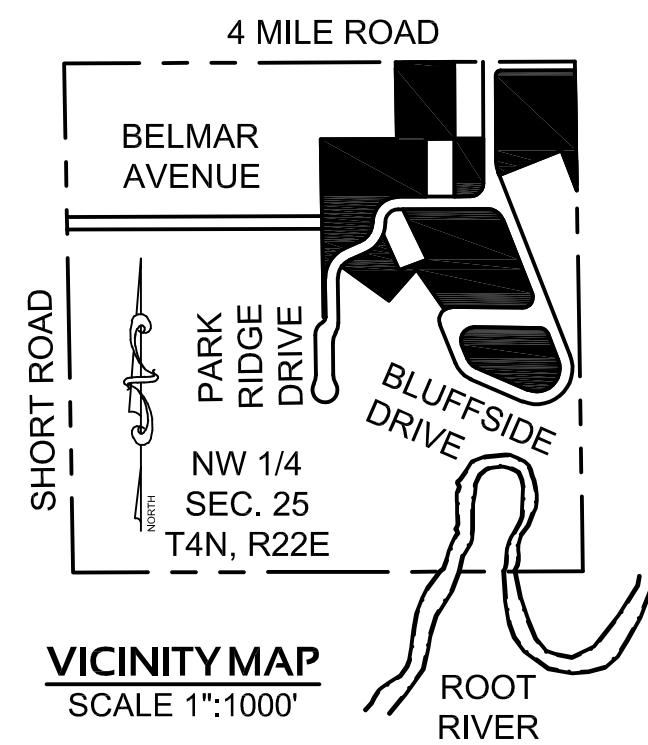
# BLUFFSIDE

Being all of Parcel 4 of Certified Survey Map No. 1879 and additional lands in the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 Section 25, Township 4 North, Range 23 East, Village of Caledonia, Racine County, Wisconsin.



**GRAPHICAL SCALE (FEET)**  
0 1" = 100' 200'

Bearings referenced to the Wisconsin State Plane Coordinate System, South Zone (N.A.D. 1983/2011). The north line of the Northwest 1/4 of Section 25, Township 4 North, Range 23 East has a bearing of S89°47'58"W.



- LEGEND:**
- - Denotes Found 1" Iron Pipe
  - - Denotes Found 2" Iron Pipe
  - - Denotes Found 3/4" Iron Rod
  - SF - Denotes "Square Foot"
  - (R) - Denotes "Recorded As"

All other corners are marked by a 3/4" X 18" Iron Rebar, 15 LBS./FT.

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified \_\_\_\_\_, 20\_\_

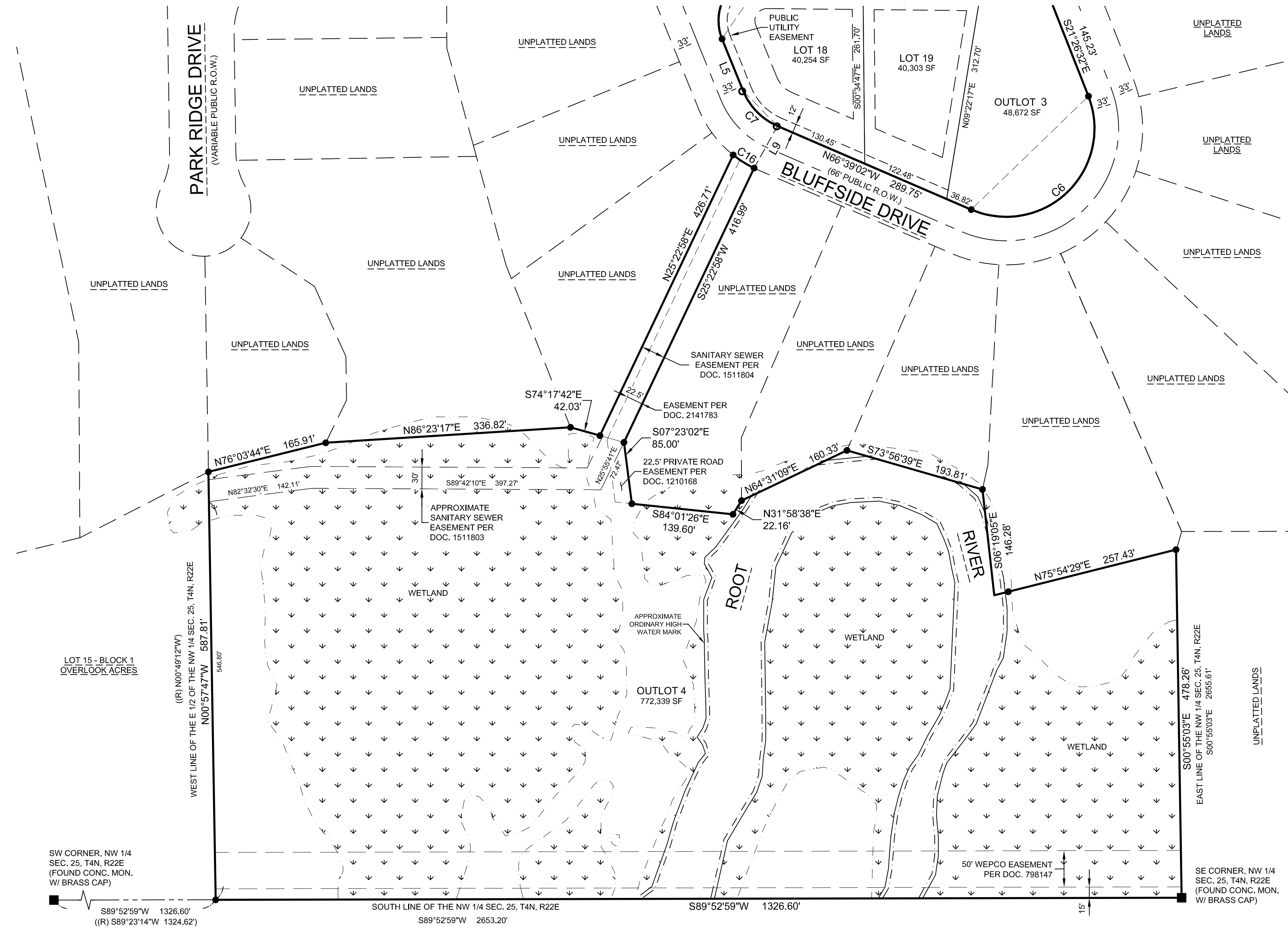
Department of Administration



JUNE 22, 2021

**NOTES:**

1. Flood Zone Classification: The property lies with in Zone "X" of the Flood Insurance Rate Map Community Panel No. 55101C0111D AND 55101C0113D effective MAY 2, 2012. Zone "X" areas are determined to be outside the 0.2% annual chance floodplain.
2. OUTLOT OWNERSHIP AND PURPOSE: Outlot 3 of the plat of BLUFFSIDE shall be maintained by the BLUFFSIDE Homeowners Association for storm water retention purposes. Outlot 1 and Outlot 2 shall be maintained for opens space purposes. Each individual lot owner shall have an undividable fractional ownership of Outlot 1, 2 and 3 and that Racine County and the Village of Caledonia shall not be liable for any fees or special assessments in the event Racine County or the Village of Caledonia should become the owner of any lot in the subdivision by reason of delinquency. The Homeowners Association shall maintain said Outlot 1, 2 and 3 in an unobstructed condition so as to maintain their intended purpose. Construction of any building, grading, or filling in said Outlot 1, 2 and 3 is prohibited unless approved by the Village of Caledonia. The Homeowners Association grants to the Village the right (but not the responsibility) to enter upon the Outlot 1, 2 and 3 in order to inspect, repair, or restore said Outlots to their intended purpose. Expense incurred by the Village for said inspection, repair, or restoration of said Outlot 1, 2 and 3 may be placed against the tax roll for said association and collected as a special charge by the Village. The developer and all subsequent owners shall transfer to any subsequent purchaser of any buildable lot within the plat of BLUFFSIDE an undividable one-nineteenth (1/19th) interest in Outlots 1, 2 & 3. The developer and all subsequent owners warrant and represent that said Outlot 1, 2 and 3 for assessment purposes will have no value per se, and the 1/19th interest in said outlots would be assessed with each of the buildable lots. In the event that said Outlot 1, 2, and 3 are not assessed as above, the developer and all subsequent owners warrant and represent that each will pay 1/19th per buildable lot, of the taxes due on said outlots. In the event that these said taxes are not paid, Racine County reserves the right to collect from each and every developer or subsequent owner individually for all taxes due. Outlot 4 shall be maintained by the developer for conservancy purposes.
3. Wetlands delineated by Heartland Ecological Group INC. on September 15, 2020. Wetlands on Outlot 4 graphically shown per Racine County Mapbook.





SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN  
WAUKESHA COUNTY) SS

I, John P. Konopacki, Professional Land Surveyor, do hereby certify:

That I have surveyed, mapped and divided all of Parcel 4 of Certified Survey Map No. 1879, as recorded in the Register of Deeds office for Racine County as Document No. 1550236, and additional lands in the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 Section 25, Township 4 North, Range 23 East, Village of Caledonia, Racine County, Wisconsin, described as follows:

Commencing at the northeast corner of the Northwest 1/4 of said Section 25;  
Thence South 00°55'03" East along the east line of said Northwest 1/4, 45.00 feet to the south right of way line of Four Mile Road and the Point of Beginning;

Thence continuing South 00°55'03" East along said east line, 627.11 feet to the east line of said Certified Survey Map No. 1879;  
Thence North 21°04'29" West along said east line, 223.01 feet to the north line of said Certified Survey Map;  
Thence South 69°33'30" West along said north line, 347.42 feet to the east right of way line of Bluffs Drive;  
Thence North 21°26'32" West along said east line, 16.19 feet to a point of curvature;  
Thence northerly 59.32 feet along the arc of said curve to the right, whose radius is 160.00 feet and whose chord bears North 10°49'17" West, 58.98 feet;  
Thence North 00°12'02" West along said east right of way line, 116.49 feet to a tie line;  
Thence South 89°47'58" West along said tie line, 66.00 feet to the west right of way line of said Bluffs Drive;  
Thence South 00°12'02" East along said west right of way line, 233.21 feet to a point of curvature;  
Thence southwesterly 105.24 feet along said west right of way line and the arc of said curve to the right, whose radius is 67.00 feet and whose chord bears South 44°47'58" West, 94.75 feet to a tie line;  
Thence South 00°12'02" East along said tie line, 66.00 feet to the south right of way line of Park Ridge Drive;  
Thence North 89°47'58" East along said south right of way line, 87.72 feet to a point of curvature;  
Thence southeasterly 105.03 feet along said south right of way line and the arc of said curve to the right, whose radius is 87.52 feet and whose chord bears South 55°49'17" East, 98.84 feet;  
Thence South 21°26'32" East along the aforesaid west right of way line of Bluffs Drive, 412.80 feet to a point of curvature;  
Thence southwesterly 105.74 feet along said west right of way line and the arc of said curve to the right, whose radius is 54.08 feet and whose chord bears S34°34'25" West, 89.69 feet;  
Thence South 00°12'02" East along said west right of way line of Bluffs Drive, 145.23 feet to a point of curvature;  
Thence southwesterly 208.92 feet along said west right of way line and the arc of said curve to the right, whose radius is 121.34 feet and whose chord bears South 44°47'58" West, 224.04 feet;  
Thence North 66°39'02" West along the north right of way line of said Bluffs Drive, 289.75 feet to a point of curvature and a tie line;  
Thence South 29°07'20" West along said tie line, 66.19 feet to the south right of way line of Bluffs Drive;  
Thence South 25°22'58" West, 416.99 feet;  
Thence South 07°23'02" East, 85.00 feet;  
Thence South 84°01'26" East, 139.60 feet;  
Thence North 31°58'38" East, 22.16 feet;  
Thence North 64°31'09" East, 160.33 feet;  
Thence South 73°56'39" East, 193.81 feet;  
Thence South 06°19'05" East, 145.23 feet;  
Thence North 75°54'29" East, 257.43 feet to the aforesaid east line of the Northwest 1/4 of Section 25;  
Thence South 00°55'03" East along said east line, 478.26 feet to the southeast corner of said Northwest 1/4  
Thence South 89°52'59" West along the south line of said Northwest 1/4, 1326.60 feet to the west line of the East 1/2 of the Northwest 1/4 and the east line of Overlook Acres, a recorded subdivision;  
Thence North 00°57'47" West along said east line, 587.81 feet;  
Thence North 76°03'44" East, 165.91 feet;  
Thence North 86°23'17" East, 336.82 feet;  
Thence South 74°17'42" East, 42.03 feet;  
Thence South 25°22'58" East, 426.71 feet to the aforesaid south right of way line of Bluffs Drive and a point on a curve;  
Thence southeasterly 34.01 feet along the arc of said curve to the left, whose radius is 155.01 feet and whose chord bears South 57°54'11" East, 33.94 feet to the aforesaid tie line;  
Thence North 29°07'20" East along said tie line, 66.19 feet to the north right of way line of said Bluffs Drive and a point of curvature;  
Thence northwesterly 69.24 feet along said north right of way line and the arc of said curve to the right, whose radius is 89.01 feet and whose chord bears North 44°22'02" West, 67.50 feet;  
Thence North 22°05'02" West along said north right of way, 77.08 feet to a point of curvature;  
Thence northeasterly 130.89 feet along said north right of way line and the arc of said curve to the right, whose radius is 66.61 feet and whose chord bears North 34°15'10" East, 110.88 feet to the aforesaid south right of way line of Old Orchard Boulevard;  
Thence North 89°24'38" East along said south right of way line, 252.72 feet to a tie line;  
Thence North 00°35'22" East along said tie line, 105.00 feet to the north right of way line of said Old Orchard Boulevard;  
Thence North 89°24'38" West along said north right of way line, 368.11 feet to a point of curvature;  
Thence southwesterly 40.64 feet along the arc of said curve to the left, whose radius is 66.61 feet and whose chord bears South 73°08'44" West, 40.01 feet;  
Thence North 34°47'23" West, 253.82 feet;  
Thence South 41°18'26" West, 218.66 feet;  
Thence North 53°58'18" West, 303.93 feet to the south right of way line of Park Ridge Drive and a point on a curve;  
Thence northeasterly 52.19 feet along said south right of way line and the arc of said curve to the right, whose radius is 101.00 feet and whose chord bears North 51°26'33" East, 51.61 feet;  
Thence North 66°15'06" East along said south right of way line, 91.03 feet to a point of curvature;  
Thence northeasterly 135.95 feet along said south right of way line and the arc of said curve to the left, whose radius is 175.00 feet and whose chord bears North 43°59'48" East, 132.55 feet;  
Thence South 24°43'40" East, 202.09 feet;  
Thence North 69°38'19" East, 155.90 feet;  
Thence North 25°45'46" West, 291.00 feet to the aforesaid south right of way line of Park Ridge Drive;  
Thence North 89°47'58" East along said south right of way line, 439.58 feet to a tie line;  
Thence North 00°12'02" West along said tie line, 66.00 feet to the north right of way line of said Park Ridge Drive;  
Thence South 89°47'58" West along said north right of way line, 83.00 feet;  
Thence North 00°12'02" West, 300.21 feet;  
Thence South 89°47'58" West, 150.00 feet;  
Thence South 00°12'02" East, 300.21 feet to the aforesaid north right of way line of Park Ridge Drive;  
Thence South 89°47'58" West along said north right of way line, 143.86 feet to a point of curvature;  
Thence southwesterly 208.92 feet along said north right of way line and the arc of said curve to the left, whose radius is 133.00 feet and whose chord bears South 44°47'58" West, 188.09 feet to a point of reverse curve;  
Thence southwesterly 126.42 feet along said north right of way line and the arc of said reverse curve to the right, whose radius is 109.00 feet and whose chord bears South 33°01'32" West, 119.45 feet;  
Thence South 66°15'06" West along said north right of way line, 91.03 feet to a point of curvature;  
Thence southwesterly 195.91 feet along said north right of way line and the arc of said curve to the left, whose radius is 167.00 feet and whose chord bears South 32°38'39" West, 184.87 feet;  
Thence South 00°57'47" East along the west right of way line of the aforesaid Park Ridge Drive, 201.94 feet;  
Thence South 89°50'28" West, 10.08 feet to the east line of Bel-Mar Acres;  
Thence North 00°57'47" West along said east line, 926.82 feet;  
Thence North 89°47'58" East, 396.00 feet;  
Thence North 00°57'47" West, 400.04 feet to the north line of the aforesaid Northwest 1/4;  
Thence North 89°47'58" East along said north line, 305.08 feet;  
Thence South 00°12'02" East, 400.00 feet;  
Thence North 89°47'58" East, 150.00 feet to the aforesaid west right of way line of Bluffs Drive and a tie line;  
Thence North 89°47'58" West along said tie line, 66.00 feet to the aforesaid east right of way line of Bluffs Drive;  
Thence North 00°12'02" West along said east right of way line, 330.00 feet to a point of curvature;  
Thence northeasterly 39.27 feet along said east right of way line and the arc of said curve to the right, whose radius is 25.00 feet and whose chord bears North 44°47'58" East, 35.36 feet to the south right of way line of the aforesaid Four Mile Road;  
Thence North 89°47'58" East along said south right of way line, 387.17 feet to the Point of Beginning.

Dedicating the Northern portion of subject property as graphically shown for public right of way purposes.

Containing 1,823,340 square feet (41.8581 acres). Net land area is 1,813,280 square feet (41.6272 acres) more or less.

That I have made such survey, land division and map by the direction of \_\_\_\_\_, owner of said land.

That such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the requirements of Chapter 236 of the Wisconsin State Statutes and the Village of Caledonia Land Division Ordinance in surveying, mapping and dividing the land within the subdivision.

Date: June 22, 2021



John P. Konopacki  
Professional Land Surveyor S-2461

BLUFFSIDE

Being all of Parcel 4 of Certified Survey Map No. 1879 and additional lands in the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 Section 25, Township 4 North, Range 23 East, Village of Caledonia, Racine County, Wisconsin.

OWNER'S CERTIFICATE OF DEDICATION

\_\_\_\_\_, a limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited company caused the land described on this plat to be surveyed, divided, dedicated and mapped as represented on this plat.

\_\_\_\_\_, as owner, does further certify that this plat is required by Chapter 236 of the Wisconsin State Statutes to be submitted to the following for approval or objection:

- 1. Village of Caledonia
2. Racine County
3. Department of Administration

IN WITNESS WHEREOF, the said \_\_\_\_\_ has caused these presents to be signed by \_\_\_\_\_, at \_\_\_\_\_, County, Wisconsin, on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

In the presence of: \_\_\_\_\_

Name (signature) - Title \_\_\_\_\_

STATE OF WISCONSIN  
\_\_\_\_\_) COUNTY ) SS

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, (name) \_\_\_\_\_, (title) \_\_\_\_\_, of the above named limited company, to me known to be the persons who executed the foregoing instrument, and to me known to be such \_\_\_\_\_ (title) of said \_\_\_\_\_ company, and acknowledged that they executed the foregoing instrument as such officer as the deed of said limited, by its authority.

Notary Public  
Name: \_\_\_\_\_  
State of Wisconsin  
My Commission Expires: \_\_\_\_\_

CONSENT OF CORPORATE MORTGAGEE

\_\_\_\_\_, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, dedicating and mapping of the land described in the forgoing affidavit of John P. Konopacki, surveyor, and does hereby consent to the above certification of owners.

IN WITNESS WHEREOF, the said \_\_\_\_\_, its President, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Date \_\_\_\_\_ President \_\_\_\_\_

STATE OF WISCONSIN  
\_\_\_\_\_) COUNTY ) SS

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, \_\_\_\_\_, to me known to be the person who executed the foregoing instrument and to me known to be such officer of said corporation and acknowledged the same.

Notary Public  
Name: \_\_\_\_\_  
State of Wisconsin  
My Commission Expires: \_\_\_\_\_

Table with 9 columns: CURVE NO., LOT, LENGTH, RADIUS, DELTA, CHORD BEARING, CHORD LENGTH, TANGENT IN, TANGENT OUT. Contains data for curves C1 through C16 and OUTLOT 2, 3, 4.

PLAN COMMISSION APPROVAL

Approved by the Plan Commission of the Village of Caledonia on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Date \_\_\_\_\_ Jim Dobbs, Chairman

Date \_\_\_\_\_ Secretary

VILLAGE BOARD APPROVAL

Approved by the Village Board of the Village of Caledonia on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Date \_\_\_\_\_ Joslyn Hoeffert, Village Clerk

VILLAGE OF CALEDONIA CERTIFICATE OF FINANCE/TREASURER

I, Kathy Kasper being the duly elected, qualified and acting Village of Caledonia Finance Director - Treasurer, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments as of this day of \_\_\_\_\_, 2021, on any of the land included on this map.

Date \_\_\_\_\_ Kathy Kasper, Village Finance Director - Treasurer

RACINE COUNTY TREASURER'S CERTIFICATE

STATE OF WISCONSIN  
RACINE COUNTY) SS

I, Jeff Latus, being duly elected, qualified and acting Treasurer of Racine County, do hereby certify in accordance with the records in my office, there are no unpaid taxes or special assessments as of \_\_\_\_\_ day of \_\_\_\_\_, 2021, on any of the lands in the subdivision plat of BLUFFSIDE.

Date \_\_\_\_\_ Jeff Latus, Racine County Treasurer

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats. Certified \_\_\_\_\_, 20\_\_\_\_ Department of Administration



**RESOLUTION NO. 2021-76**

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA  
APPROVING A LOAN AGREEMENT BETWEEN , VILLAGE OF CALEDONIA AND  
CCM- CALEDONIA, LLC AND CARDINAL CAPITAL MANAGEMENT, INC.**

The Village Board of the Village of Caledonia, Racine County, Wisconsin do resolve as follows:

**WHEREAS**, the Village of Caledonia, CCM-Caledonia, LLC and Cardinal Capital Management, Inc. are parties to a Development Agreement dated as of September 21, 2020 (the “Agreement”), for the development of certain property in the Village (the “Property”), which Property contains multiple buildings which are to be razed and removed, and is located on the bluff overlooking Lake Michigan, which bluff requires stabilization; and

**WHEREAS**, in order to commence and complete the demolition and bluff stabilization work in a timely manner, prior to construction of new buildings as contemplated in the Agreement, Developer has requested a short-term secured loan from Village; and

**NOW, THEREFORE, BE IT RESOLVED THAT** the Loan Agreement in substantially the form attached hereto as **Exhibit A** is approved, and the Village President and Village Clerk are authorized to execute such agreement and Village staff are authorized to take such actions as provided for under the Loan Agreement.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this \_\_\_\_ day of \_\_\_\_\_, 2021.

**VILLAGE OF CALEDONIA**

By: \_\_\_\_\_

James R. Dobbs  
Village President

Attest: \_\_\_\_\_

Megan O’Brien  
Deputy Village Clerk

**DRAFT**

## **LOAN AGREEMENT**

This Loan Agreement (“Agreement”) is made and entered into this \_\_\_\_ day of July, 2021, by and between CCM-Caledonia, LLC (“Developer”), Village of Caledonia (“Village”), and Cardinal Capital Management, Inc., a Wisconsin corporation (“Guarantor”). The foregoing are the “Parties” and each is a “Party”.

### **RECITALS**

WHEREAS, the Parties are parties to a Development Agreement (“Development Agreement”) dated as of September 21, 2020, for the development of certain property in the Village as described in **Exhibit A** attached hereto (the “Property”), which Property contains multiple buildings which are to be razed and removed, and is located on the bluff overlooking Lake Michigan, which bluff requires stabilization; and

WHEREAS, in order to commence and complete the demolition and bluff stabilization work in a timely manner, prior to construction of new buildings as contemplated in the Development Agreement, Developer has requested a short-term secured loan from Village; and

WHEREAS, Village is willing to accommodate such request, upon specific terms, as expressed herein;

NOW, THEREFORE, the Parties agree as follows:

1. Village will provide up to \$4,000,000, in the manner described herein, for the benefit of Developer.
2. Developer shall execute and deliver a Promissory Note for up to \$4,000,000, with principal and interest payable to Village in a single payment on the date which is twelve (12) months following the date of execution of this Agreement, bearing interest at the Village’s cost of borrowing the funds, from the time of each draw of funds, as described herein. Upon repayment of the full amount of each draw, plus interest thereon, the Promissory Note shall be cancelled. The Promissory Note may be prepaid at any time, without penalty.
3. In addition to the Promissory Note, Developer shall execute and deliver a first mortgage (“First Mortgage”) on the Property to secure the Promissory Note. Village acknowledges that Developer intends to legally subdivide the Property into three parcels substantially in accordance with the draft Certified Survey Map attached hereto as Exhibit B (“CSM”). Upon payment of the Promissory Note in full, the Village shall release its First Mortgage on the Property. For purposes of clarity, it is anticipated that the timing of the payment of the Promissory Note will coincide with the receipt by Developer of a construction loan for the commencement of further development of the Property in accordance with the Development Agreement and approvals received from the Village, and such loan proceeds will be utilized to repay the Promissory Note, so that such construction loan lender will then hold a first mortgage position on all or part of the Property.

4. Draws may be made monthly by Developer, only for costs for demolition and/or bluff stabilization work, (including costs for fencing, abatement, temporary roads, permits, engineering fees, grading, landscaping and construction management fees) provided that such work commences on site during July, 2021 and that Draw #1 is made in August, 2021, with all such work to be completed by December 31, 2021.
5. Village shall provide loan funds to First American Title Insurance Company, 833 E. Michigan Street, Suite 550, Milwaukee, Wisconsin, which shall disburse loan funds monthly to pay for demolition and/or bluff stabilization work, in the usual and customary manner of a construction loan.
6. Upon execution of this Agreement, Developer shall pay \$10,000 to Village, to defray Village costs of making and servicing the loan.
7. The Village shall have the right, but not the obligation, to construe a breach of, or default under, this Agreement as a breach or default of the Development Agreement.

**VILLAGE OF CALEDONIA**

By: \_\_\_\_\_  
James R. Dobbs, Village President

Attest: \_\_\_\_\_  
Joslyn Hoeffert, Village Clerk

**CCM-CALEDONIA, LLC**

**By: Cardinal Capital Management, Inc.,  
its sole member**

By: \_\_\_\_\_  
Erich Schwenker  
Its: President

**CARDINAL CAPITAL MANAGEMENT, INC.**

By: \_\_\_\_\_  
Erich Schwenker  
Its: President

## EXHIBIT A

### LEGAL DESCRIPTION

That part of the Northeast 1/4 of Section 21, Township 4 North, Range 23 East, bounded as follows: Begin at the North 1/4 corner of said Section; run thence South 89° 58' 39" East 316.00 feet on the North line of said Section; thence South 00° 05' 51" West 299.37 feet; thence South 78° 30' 36" West 322.57 feet to the North-South 1/4 line of said Section 21; thence North 00° 05' 51" East, 363.75 feet on the said North-South 1/4 line to the point of beginning. Reserving therefrom the rights of the public in and to the Westerly 49.5 feet of the above described parcel for roadway purposes. Said land being in the Village of Caledonia, Racine County, Wisconsin.

Tax Parcel I.D. No: 104-04-23-21-003-000

That part of the Northeast fractional 1/4 of Section 21, Township 4 North, Range 23 East, bounded: Begin at the North 1/4 corner of said Section 21; thence South along the North and South 1/4 line of said Section, 724.41 feet; thence East parallel with the North line of said Section 1861.6 feet to water's edge of Lake Michigan; thence Northwesterly along said water's edge to the North line of said Section; thence West along said North line of Section 21, 1088.5 feet to the place of beginning. EXCEPTING THEREFROM lands contained in Land Contract recorded November 10, 1975, in Volume 1290, page 349, as Document No. 966052. FURTHER EXCEPTING THEREFROM lands contained in Trustee's Deed of Real Estate recorded October 8, 1975, in Volume 1285, page 562, as Document No. 964286. FURTHER EXCEPTING THEREFROM lands contained in Quit Claim Deed recorded April 12, 1978, in Volume 1437, page 136, as Document No. 1024958. FURTHER EXCEPTING THEREFROM lands contained in Warranty Deed recorded September 7, 1979, in Volume 1527, page 184, as Document No. 1059987. Said land being in the Village of Caledonia, Racine County, Wisconsin.

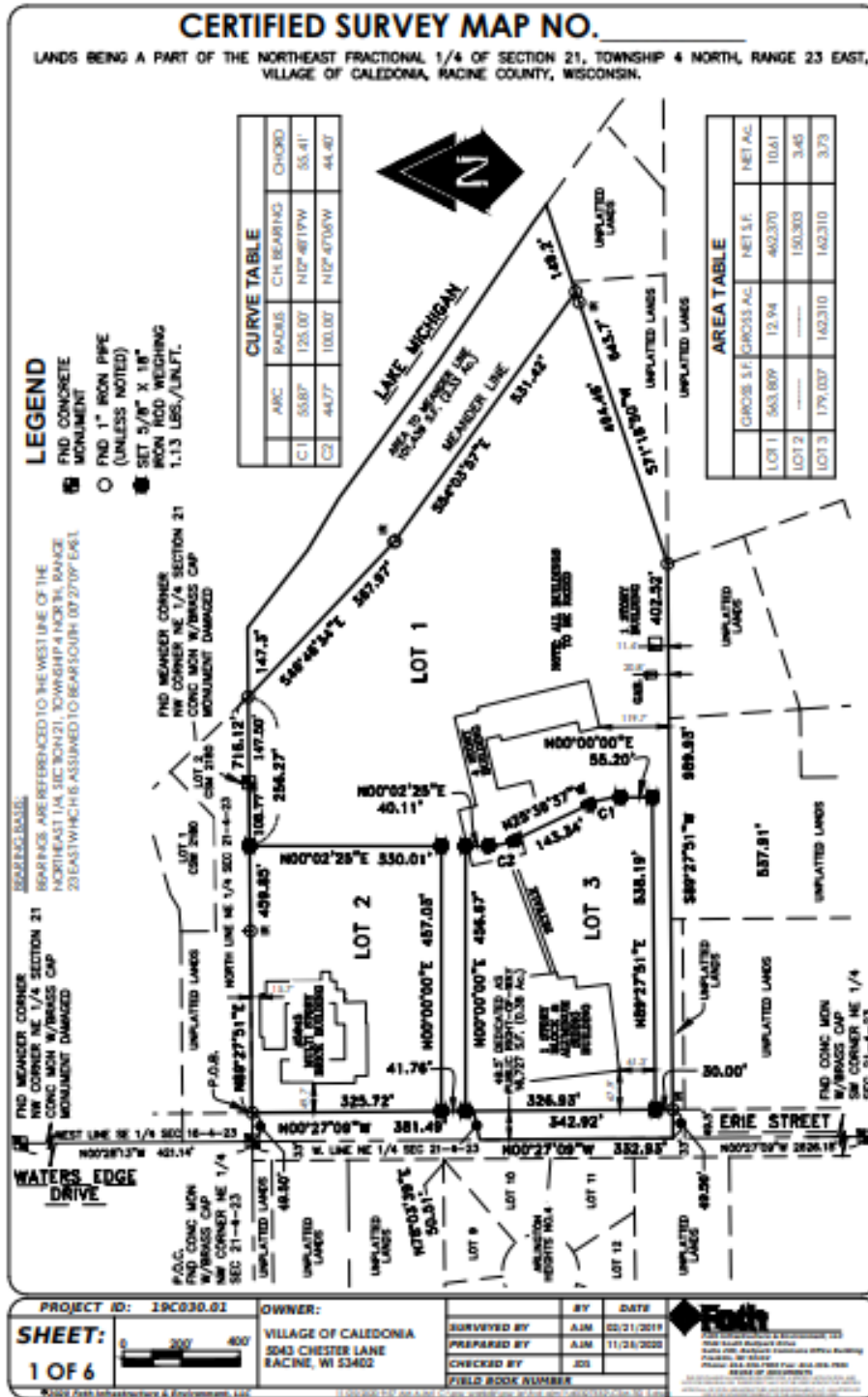
Tax Key No. 104-04-23-21-005-000

That part of the Northeast 1/4 of Section 21, Township 4 North, Range 23 East, described as follows: Commence at a standard Racine County monument marking the North 1/4 corner of said Section 21; run thence South 00 deg. 27' 09" East 391.48 feet to the point of beginning of this description; thence North 78 deg. 03' 39" East 280.93 feet; thence South 06 deg. 52' 21" East 356.68 feet; thence South 89 deg. 28' 51" West 315.19 feet; thence North 00 deg. 27' 09" West 298.87 feet to the point of beginning. Said land being in the Village of Caledonia, Racine County, Wisconsin.

Tax Key No. 104-04-23-21-006-000

EXHIBIT B

DRAFT



**RESOLUTION NO. 2021-77**

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA TO VOTE TO APPROVE THE FIFTH AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF PURDUE PHARMA L.P. AND ITS AFFILIATED DEBTORS AS RECOMMENDED BY OPIOID LITIGATION CONSORTIUM COUNSEL IN CONSOLIDATED CLAIM**

The Village Board of the Village of Caledonia, Racine County, Wisconsin do resolve as follows:

**WHEREAS**, the Village of Caledonia decided on or about November of 2019 to remain in the negotiation class of *In re: National Prescription Opiate Litigation*, Case No. 17-md-2804, multidistrict litigation against opioid manufacturers, distributors, and retailers before Judge Dan A. Polster in the District Court for the Northern District of Ohio;

**WHEREAS**, consistent with the decision to remain in the negotiation class, it was recommended by Opioid Litigation Consortium Counsel to also submit a claim in July of 2020 in the Purdue Pharma Bankruptcy, which was occurring in the United States Bankruptcy Court, Southern District of New York;

**WHEREAS**, the Village was recently notified of its right (as a member of Class 4, Non-Federal Domestic Governmental Claims) to vote to accept or reject the Fifth Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and Its Affiliated Debtors based on the claim that was submitted to the bankruptcy court as set forth in the attached Exhibit A; and

**WHEREAS**, Opioid Litigation Consortium Counsel has recommended to the claimant municipalities that a vote in favor of the plan is the most prudent way to proceed on the bankruptcy claim against Purdue Pharma.

**NOW, THEREFORE, BE IT RESOLVED THAT** the Fifth Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and Its Affiliated Debtors is accepted, and the Village President and Village Clerk are authorized to execute such ballot in favor of such plan and Village staff are authorized to take such actions consistent with this action by the Board.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this \_\_\_\_ day of \_\_\_\_\_, 2021.

**VILLAGE OF CALEDONIA**

By: \_\_\_\_\_  
James R. Dobbs  
Village President

Attest: \_\_\_\_\_  
Megan O'Brien  
Deputy Village Clerk



**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

In re:	)	Chapter 11
PURDUE PHARMA L.P., <i>et al.</i> , <sup>1</sup>	)	Case No. 19-23649 (RDD)
Debtors.	)	(Jointly Administered)

**BALLOT FOR VOTING TO ACCEPT OR REJECT  
THE FIFTH AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF  
PURDUE PHARMA L.P. AND ITS AFFILIATED DEBTORS**

**CLASS 4: NON-FEDERAL DOMESTIC GOVERNMENTAL CLAIMS**

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS CAREFULLY  
BEFORE COMPLETING THIS BALLOT.**

**THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO AS TO  
BE ACTUALLY RECEIVED BY PRIME CLERK LLC ("PRIME CLERK" OR THE  
"SOLICITATION AGENT") BY 4:00 P.M. (PREVAILING EASTERN TIME) ON  
July 14, 2021 (THE "VOTING DEADLINE").**

The Solicitation Agent, on behalf of Purdue Pharma L.P. ("**Purdue Pharma**"), its general partner Purdue Pharma Inc. ("**PPI**"), and Purdue Pharma's wholly owned direct and indirect subsidiaries, as debtors and debtors in possession (collectively, the "**Debtors**"), is soliciting votes to accept or reject the *Fifth Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and Its Affiliated Debtors*, dated June 3, 2021 [D.I. 2982] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the "**Plan**"<sup>2</sup>) from the holders of certain Impaired Claims against the Debtors.

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor's registration number in the applicable jurisdiction, are as follows: Purdue Pharma L.P. (7484), Purdue Pharma Inc. (7486), Purdue Transdermal Technologies L.P. (1868), Purdue Pharma Manufacturing L.P. (3821), Purdue Pharmaceuticals L.P. (0034), Imbrium Therapeutics L.P. (8810), Adlon Therapeutics L.P. (6745), Greenfield BioVentures L.P. (6150), Seven Seas Hill Corp. (4591), Ophir Green Corp. (4594), Purdue Pharma of Puerto Rico (3925), Avrio Health L.P. (4140), Purdue Pharmaceutical Products L.P. (3902), Purdue Neuroscience Company (4712), Nayatt Cove Lifescience Inc. (7805), Button Land L.P. (7502), Rhodes Associates L.P. (N/A), Paul Land Inc. (7425), Quidnick Land L.P. (7584), Rhodes Pharmaceuticals L.P. (6166), Rhodes Technologies (7143), UDF LP (0495), SVC Pharma LP (5717) and SVC Pharma Inc. (4014). The Debtors' corporate headquarters is located at One Stamford Forum, 201 Tresser Boulevard, Stamford, CT 06901.

<sup>2</sup> Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Plan or the Disclosure Statement and Solicitation Procedures Order (as defined herein), as applicable.



You are receiving this ballot (the “**Ballot**”) because you hold a Claim against the Debtors as of **March 10, 2021** (the “**Voting Record Date**”). Your Claim is classified under the Plan in Class 4 (Non-Federal Domestic Governmental Claims). Except as otherwise set forth in the Bar Date Order, all timely filed Claims have been deemed filed against the Debtors, and, therefore, you are entitled to vote to accept or reject the Plan in Class 4.

The rights of holders of Claims in Class 4 are described in the Disclosure Statement for the Plan, filed on June 3, 2021 [D.I. 2983] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the “**Disclosure Statement**”) and the Order approving the Disclosure Statement and related solicitation procedures [D.I. 2988] (the “**Disclosure Statement and Solicitation Procedures Order**”). The Solicitation Package you are receiving with this Ballot provides instructions detailing how to access electronic versions, request hard copies or request flash-drive format versions of each of the Disclosure Statement Order as entered by the Bankruptcy Court (without any exhibits) and the Disclosure Statement as approved by the Court (with the Plan annexed thereto). If you need to obtain additional solicitation materials, you may contact the Solicitation Agent by (i) visiting the Debtors’ case website at <https://restructuring.primeclerk.com/purduepharma>; (ii) writing Purdue Pharma Ballot Processing, c/o Prime Clerk, LLC, One Grand Central Place, 60 East 42<sup>nd</sup> Street, Suite 1440, New York, New York 10165; (iii) emailing [purduepharmaballots@primeclerk.com](mailto:purduepharmaballots@primeclerk.com); or (iv) calling the Solicitation Agent at (844) 217-0912 (domestic toll-free) or (347) 859-8093 (if calling from outside the U.S. or Canada). You may also access these materials for a fee via PACER at <https://www.nysb.uscourts.gov/>.

Pursuant to the Disclosure Statement and Solicitation Procedures Order, the Bankruptcy Court has approved the Disclosure Statement as containing adequate information under section 1125 of the Bankruptcy Code. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. This Ballot may not be used for any purpose other than to vote to accept or reject the Plan. If you believe that you have received this Ballot in error, please contact the Solicitation Agent at the address or telephone numbers set forth above.

**For your vote to be counted, this Ballot must be properly completed, signed, and returned to the Solicitation Agent so that it is actually received no later than 4:00 p.m. (prevailing Eastern Time) on July 14, 2021.**

If a controversy arises regarding whether any Claim is properly classified under the Plan, the Bankruptcy Court shall, upon proper motion and notice, determine such controversy at the Confirmation Hearing. If the Bankruptcy Court finds that the classification of any Claim is improper, then such Claim shall be reclassified and the Ballot previously cast by the holder of such Claim shall be counted in, and the Claim shall receive the treatment prescribed in, the Class in which the Bankruptcy Court determines such Claim should have been classified, without the necessity of resoliciting any votes on the Plan. Notwithstanding the fact that your Claim would otherwise satisfy the definition of another type of Claim, or your receipt of a ballot or notice, which identifies your Claim as belonging to a specific Class for voting and distribution purposes, any Claim that satisfies the definition of Co-Defendant Claims under Sections 1.1 and 4.16 of the Plan shall be a Co-Defendant Claim and any Claim that satisfies the definition of an Other



Subordinated Claim under Sections 1.1 and 4.17 of the Plan shall be an Other Subordinated Claim.

If you have any questions on how to properly complete this Ballot, please call the Solicitation Agent at (844) 217-0912 (domestic toll-free) or (347) 859-8093 (international). **THE SOLICITATION AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.**

**IMPORTANT NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, INJUNCTION, AND CHANNELING INJUNCTION PROVISIONS IN THE PLAN**

Sections 10.6, 10.7, 10.8, 10.9, 10.10, 10.11, 10.12, and 10.13 of the Plan contain release, shareholder release, exculpation, injunction, channeling injunction, MDT insurer injunction, Settling MDT insurer injunction and shareholder channeling injunction provisions. Thus, you are advised to review and consider the Plan carefully. For your convenience, such provisions are set forth on Exhibit 1 hereto. Below is a summary of the release provisions. For the avoidance of doubt, to the extent any provision of this notice conflicts with the terms of the plan, the terms of the plan will control. Capitalized terms used below and in Exhibit 1 have the meanings ascribed to such terms in the Plan.

**INFORMATION ABOUT RELEASE PROVISIONS, INCLUDING THIRD-PARTY RELEASES:**

Pursuant to the Plan, certain parties are releasing the Released Parties, which include certain third parties, and the Shareholder Released Parties (subject to and in accordance with the terms of the Shareholder Settlement) from certain Claims and Causes of Action.

The Releasing Parties include all holders of Claims and Interest under the Plan.

The Released Parties include, collectively, (i) the Debtors, (ii) each of the Debtors' Related Parties and (iii) solely for purposes of the Releases by the Debtors in Section 10.6(a) of the Plan, the Supporting Claimants, the Creditors' Committee and the Creditors' Committee's members and each of their respective professionals, in each case solely in their respective capacities as such; *provided, however*, that, notwithstanding the foregoing or anything herein to the contrary, no Excluded Party or Shareholder Release Snapback Party shall be a Released Party in any capacity or respect. For the avoidance of doubt, the Released Parties referenced in clause (ii) of this definition of Released Parties include Persons referenced in clause (ii) of the definition of Related Parties only to the extent (x) a claim arises from actions taken by such Person in its capacity as a Related Party of a Person referenced in clause (i) of the definition of Related Parties and (y) the underlying claim against the Released Party is released against the Person to which the Related Party is related. The Shareholder Released Parties are the beneficiaries of the separate shareholder release provisions in the Plan. The Plan Supplement will include the Shareholder Settlement, which will provide for, among other things, the settlement of claims against the Shareholder Released Parties.



**INSTRUCTIONS FOR COMPLETING THE BALLOT**

This Ballot is submitted to you to solicit your vote to accept or reject the Plan. The terms of the Plan are described in the Disclosure Statement. **PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**

The Plan will be accepted by Class 4 if the Plan is accepted by the holders of at least two-thirds (2/3) in amount and at least one-half (1/2) in number of Claims in Class 4 that vote on the Plan in each such Class. In the event that Class 4 votes to reject the Plan, the Bankruptcy Court may nevertheless confirm the Plan and, thereby, make the Plan binding on the holders of Claims in Class 4 if the Bankruptcy Court finds that the Plan does not unfairly discriminate against, and accords fair and equitable treatment to, the holders of Claims in Class 4 and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all holders of Claims against, and Interests in, the Debtors (including those holders who abstain from voting on or vote to reject the confirmed Plan, and those holders who are not entitled to vote on the confirmed Plan) will be bound by the confirmed Plan and the transactions contemplated thereunder.

**To have your vote counted, you must complete, sign, and return this Ballot so that it is actually received by the Solicitation Agent no later than the Voting Deadline of July 14, 2021 at 4:00 p.m. (prevailing Eastern Time). Ballots must be delivered to the Solicitation Agent at the appropriate address listed below:**

<b>If by E-Ballot:</b>	<b>If by standard or overnight:</b>	<b>If by hand delivery:</b>
Visit <a href="https://restructuring.primeclerk.com/purduepharma">https://restructuring.primeclerk.com/purduepharma</a> and click on the "Submit E-Ballot" link	Purdue Pharma Ballot Processing c/o Prime Clerk, LLC One Grand Central Place 60 East 42 <sup>nd</sup> Street, Suite 1440 New York, NY 10165	Purdue Pharma Ballot Processing c/o Prime Clerk, LLC One Grand Central Place 60 East 42 <sup>nd</sup> Street, Suite 1440 New York, NY 10165
For your E-Ballot login credentials and further detail, please see page 7 below.		If you plan to hand-deliver your Ballot to Prime Clerk's office, please email <a href="mailto:purduepharmaballots@primeclerk.com">purduepharmaballots@primeclerk.com</a> at least twenty-four (24) hours in advance to arrange delivery.

**Class 4 Ballots will not be accepted by telecopy, facsimile, email, or other electronic means of transmission (other than by E-Ballot).**

You must properly complete the Ballot as follows:

- a. **Item 1 (Amount of Claim)**. Make sure that the information contained in Item 1 below regarding the amount of your Claim is correct. **Please note that, except as otherwise set forth in the Disclosure Statement and Solicitation Procedures Order, each Claim in Class 4 has been allowed in the amount of \$1.00 for voting purposes only, and not for distribution, allowance, or any other purpose.**



- b. Item 2 (Vote on the Plan). Cast one vote to accept or reject the Plan by checking the appropriate box in Item 2 below. You must vote the entire amount of your Claim either to accept (i.e., vote in favor of) or reject (i.e., vote against) the Plan and you may not split your vote. Accordingly, any vote within a single Class that attempts partially to accept and partially reject the Plan will not be counted.
- c. If you hold Claims in a Class other than Class 4, you may receive more than one Ballot or Solicitation Package, labeled for a different Class of Claims. Your vote will be counted in determining acceptance or rejection of the Plan by a particular Class of Claims only if you complete, sign, and return the Ballot labeled for such Class of Claims in accordance with the instructions on that Ballot.
- d. If more than one timely, properly completed Ballot is received, unless the holder of the Class 4 Claim receives Bankruptcy Court approval otherwise, then the last properly executed Ballot timely received will be deemed to reflect that voter's intent and will supersede and revoke any prior Ballot.
- e. If you fail to designate either an acceptance or rejection of the Plan or designate both an acceptance and rejection of the Plan, the Solicitation Agent may, in its discretion, either contact you to attempt to cure the defect or not count your vote as either an acceptance or rejection of the Plan.
- f. Item 3 (Acknowledgments and Certifications). Item 3 contains certain required certifications, which you are making by signing and returning the Ballot. Please ensure that you have read and understood the certifications prior to signing the Ballot and the certifications are correct for your Ballot. Provide your name, mailing address, and any remaining information requested in Item 3 below.
- g. If you are completing this Ballot on behalf of another claimant, indicate your relationship with such claimant and the capacity in which you are signing on the appropriate line in Item 3 below. By submitting the Ballot you are certifying that you have authority to so act and agree to provide documents evidencing such authority upon request (e.g., a power of attorney or a certified copy of board resolutions authorizing you to so act).
- h. Sign and date the Ballot.
- i. If additional space is required to respond to any item on the Ballot, please use additional sheets of paper clearly marked to indicate the applicable item of the Ballot to which you are responding. Do not include medical records with this Ballot. Medical records cannot be returned by the Solicitation Agent.
- j. Deliver the completed, executed Ballot so as to be **actually received** by the Solicitation Agent before the Voting Deadline.



**PLEASE NOTE:**

No Ballot shall constitute or be deemed a Proof of Claim or an assertion of a Claim. No fees, commissions, or other remuneration will be payable for soliciting votes on the Plan.

**NOTHING CONTAINED HEREIN OR IN THE SOLICITATION PACKAGES SHALL RENDER YOU OR ANY OTHER PERSON THE AGENT OF THE DEBTORS OR THE SOLICITATION AGENT, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENTS ON BEHALF OF THE DEBTORS OR THE SOLICITATION AGENT WITH RESPECT TO THE PLAN, EXCEPT FOR THE STATEMENTS CONTAINED IN THE SOLICITATION PACKAGES.**

**IF YOU (A) HAVE ANY QUESTIONS REGARDING THE BALLOT, (B) DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, OR (C) NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE SOLICITATION AGENT AT 844-217-0912 (DOMESTIC TOLL-FREE) OR 347-859-8093 (INTERNATIONAL), OR BY EMAILING PURDUEPHARMABALLOTS@PRIMECLERK.COM. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT. THE SOLICITATION AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.**



**SUBMITTING BY E-BALLOT**

**PLEASE COMPLETE THE FOLLOWING:**

To submit your Ballot via the “E-Ballot” platform, please visit <https://restructuring.primeclerk.com/purduepharma>. Click on the “Submit E-Ballot” section of the website and follow the instructions to submit your Ballot.

**IMPORTANT NOTE:** You will need the following information to retrieve and submit your customized E-Ballot:

**Unique E-Ballot ID#:** 192364901247652

The Solicitation Agent’s “E-Ballot” platform is the sole manner in which your Ballot will be accepted via electronic or online transmission. Ballots submitted by telecopy, facsimile, email, or other electronic means of transmission will not be counted.

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your E-Ballot. Please complete and submit an E-Ballot for each E-Ballot ID# you receive, as applicable.

Holders who cast a Ballot using the Solicitation Agent’s “E-Ballot” platform should NOT also submit a paper Ballot.



**NON-FEDERAL DOMESTIC GOVERNMENTAL CLAIMS BALLOT**

**PLEASE COMPLETE THE FOLLOWING:**

**Item 1. Amount of Non-Federal Domestic Governmental Claims.** For purposes of voting to accept or reject the Plan, the undersigned certifies that as of March 10, 2021, the undersigned holds Class 4 Claims in the amount set forth below. **Please note that, except as otherwise set forth in the Disclosure Statement and Solicitation Procedures Order, each Claim in Class 4 has been allowed in the amount of \$1.00 for voting purposes only, and not for distribution, allowance, or any other purpose.**

**Claims Amount: \$1.00**

**Item 2. Vote on the Plan.** The undersigned holder of Class 4 Claims in the amount set forth in Item 1 above hereby votes to:

- Check one box:**
- ACCEPT (I.E., VOTE IN FAVOR OF)** the Plan
  - REJECT (I.E., VOTE AGAINST)** the Plan

*[Remainder of Page Intentionally Left Blank / Certification Page to Follow]*





**Item 3. Acknowledgments and Certification.** By signing this Ballot, the undersigned certifies that the undersigned has been provided with a copy of the Disclosure Statement, including the Plan and all other exhibits thereto, the Disclosure Statement and Solicitation Procedures Order without exhibits and a Confirmation Hearing Notice. The undersigned further acknowledges that the solicitation of votes is subject to all terms and conditions set forth in the Disclosure Statement and Solicitation Procedures Order, and the procedures for the solicitation of votes to accept or reject the Plan contained therein.

Name of Claimant: Village of Caledonia, Wisconsin

Signature: \_\_\_\_\_

Name of Signatory (if different than Claimant): \_\_\_\_\_

If authorized by Agent, Title of Agent \_\_\_\_\_

Street Address: \_\_\_\_\_

Street Address:  
(continued) \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Date Completed: \_\_\_\_\_



**EXHIBIT 1****Section 10.6(a) Releases by Debtors**

As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, including, without limitation, the service of the Released Parties before and during the Chapter 11 Cases to facilitate the reorganization of the Debtors and the implementation of the Restructuring Transactions, and except as otherwise explicitly provided in the Plan or in the Confirmation Order, the Released Parties shall be conclusively, absolutely, unconditionally, irrevocably, fully, finally, forever and permanently released by the Debtors and their Estates from any and all Claims, claims, counterclaims, disputes, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, Liens, remedies, losses, contributions, indemnities, rights of subrogation, costs, liabilities, attorneys' fees and expenses, in each case, of any kind, character or nature whatsoever, including any derivative claims asserted or assertible by or on behalf of any Debtor or any of their Estates (including any Causes of Action arising under chapter 5 of the Bankruptcy Code) and including any claims that any Debtor or any of their Estates, or that any other Person or party claiming under or through any Debtor or any of their Estates, would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively) or on behalf of any Debtor or any of their Estates or any other Person, 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 liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, choate or inchoate, whether in law or equity, whether sounding in tort or contract or based on any other legal or equitable theory or principle (including fraud, negligence, gross negligence, recklessness, reckless disregard, deliberate ignorance, public or private nuisance, breach of fiduciary duty, avoidance, willful misconduct, veil piercing, alter-ego theories of liability, unjust enrichment, disgorgement, restitution, contribution, indemnification, right of subrogation and joint liability), whether in rem, quasi in rem, in personam or otherwise, or whether arising under federal or state statutory or common law, or any other applicable international, foreign or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, regardless of where in the world accrued or arising, from the beginning of time, in each case, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (as such Entities existed prior to or after the Petition Date), their Estates or the Chapter 11 Cases, including, without limitation, (i) the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, (ii) the business or contractual arrangements or interactions between any Debtor and any Released Party (including historical business or contractual arrangements or interactions, any direct or indirect distributions or transfers by any Debtor, and any exercise of any common law or contractual rights of setoff or recoupment by any Released Party at any time on or prior to the Effective Date), (iii) any employment or retention of any Released Party by the Debtors (including any service as a director, officer, executive, consultant or advisor to the Debtors or service in any similar capacity), (iv) any direct or indirect beneficial ownership of any equity interest in or debt obligation of the Debtors, (v) the Restructuring Transactions, (vi) the Pending Opioid Actions, (vii) Opioid-Related Activities or the Debtors' development, production, manufacture, licensing, labeling, marketing, advertising, promotion, distribution or sale of non-opioid products or the use or receipt of any proceeds therefrom, in each case, including the Debtors' interactions with regulators and regardless of where in the world any such activities or any result, loss, injury or damage resulting therefrom occurred, (viii) any past, present or future use or misuse of any opioid, whether sold by the Debtors or by NewCo or any of its Subsidiaries or otherwise, to the extent arising from an act, conduct, omission, event, transaction, occurrence or continuing condition in any way relating to any of the foregoing, (ix) the restructuring of any Claim



or Interest before or during the Chapter 11 Cases, (x) the Disclosure Statement and the Plan and related agreements, instruments and other documents (including the Plan Documents) and the negotiation, formulation, preparation or implementation thereof, (xi) the solicitation of votes with respect to the Plan, or (xii) any other act, conduct, omission, event, transaction, occurrence or continuing condition in any way relating to any of the foregoing. The Debtors, the Plan Administration Trust, the Master Disbursement Trust, the Creditor Trusts, NewCo, TopCo and any other newly-formed Persons that shall be continuing the Debtors' businesses after the Effective Date shall be bound, to the same extent the Debtors are bound, by the Releases set forth in this Section 10.6(a).

Notwithstanding anything herein to the contrary, (x) nothing in the Plan shall release any Excluded Claim and (y) nothing in this Section 10.6(a) shall (A) release any Cause of Action against any Shareholder Release Snapback Party, (B) release any Estate Cause of Action against a Holder of a Claim against a Debtor, to the extent such Estate Cause of Action is necessary for the administration and resolution of such Claim solely in accordance with the Plan or (C) be construed to impair in any way the Effective Date or post-Effective Date rights and obligations of any Person under the Plan, the Plan Documents, the Confirmation Order or the Restructuring Transactions, including the Shareholder Settlement Agreement.

**Section 10.6(b) Releases by Releasing Parties**

As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, including, without limitation, the service of the Released Parties before and during the Chapter 11 Cases to facilitate the reorganization of the Debtors and the implementation of the Restructuring Transactions, and except as otherwise explicitly provided in the Plan or in the Confirmation Order, the Released Parties shall be conclusively, absolutely, unconditionally, irrevocably, fully, finally, forever and permanently released by the Releasing Parties from any and all Claims, claims, counterclaims, disputes, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, Liens, remedies, losses, contributions, indemnities, rights of subrogation, costs, liabilities, attorneys' fees and expenses, in each case, of any kind, character or nature whatsoever, including any derivative claims asserted or assertible by or on behalf of the Debtors or their Estates (including any Causes of Action arising under chapter 5 of the Bankruptcy Code) and including any claims that any Releasing Party, or that any other Person or party claiming under or through any Releasing Party, would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively) or on behalf of any Releasing Party or any other Person, 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 liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, choate or inchoate, whether in law or equity, whether sounding in tort or contract or based on any other legal or equitable theory or principle (including fraud, negligence, gross negligence, recklessness, reckless disregard, deliberate ignorance, public or private nuisance, breach of fiduciary duty, avoidance, willful misconduct, veil piercing, alter-ego theories of liability, unjust enrichment, disgorgement, restitution, contribution, indemnification, right of subrogation and joint liability), whether *in rem*, *quasi in rem*, *in personam* or otherwise, or whether arising under federal or state statutory or common law, or any other applicable international, foreign or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, regardless of where in the world accrued or arising, from the beginning of time, in each case, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (as such Entities existed prior to or after the Petition Date), their Estates or the Chapter 11



Cases, including, without limitation, (i) the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, (ii) the business or contractual arrangements or interactions between any Debtor and any Released Party (including historical business or contractual arrangements or interactions, any direct or indirect distributions or transfers by any Debtor, and any exercise of any common law or contractual rights of setoff or recoupment by any Released Party at any time on or prior to the Effective Date), (iii) any employment or retention of any Released Party by the Debtors (including any service as a director, officer, executive, consultant or advisor to the Debtors or service in any similar capacity), (iv) any direct or indirect beneficial ownership of any equity interest in or debt obligation of the Debtors, (v) the Restructuring Transactions, (vi) the Pending Opioid Actions, (vii) Opioid-Related Activities or the Debtors' development, production, manufacture, licensing, labeling, marketing, advertising, promotion, distribution or sale of non-opioid products or the use or receipt of any proceeds therefrom, in each case, including the Debtors' interactions with regulators and regardless of where in the world any such activities or any result, loss, injury or damage resulting therefrom occurred, (viii) any past, present or future use or misuse of any opioid, whether sold by the Debtors or by NewCo or any of its Subsidiaries or otherwise, to the extent arising from an act, conduct, omission, event, transaction, occurrence or continuing condition in any way relating to any of the foregoing, (ix) the restructuring of any Claim or Interest before or during the Chapter 11 Cases, (x) the Disclosure Statement and the Plan and related agreements, instruments and other documents (including the Plan Documents) and the negotiation, formulation, preparation or implementation thereof, (xi) the solicitation of votes with respect to the Plan, or (xii) any other act, conduct, omission, event, transaction, occurrence or continuing condition in any way relating to any of the foregoing.

For the avoidance of doubt and without limitation of the foregoing, each Person that is a Governmental Unit or a Tribe shall be deemed to have released all Released Claims that have been, are or could have been brought by (1) such Governmental Unit or Tribe in its own right, in its *parens patriae* or sovereign enforcement capacity, or on behalf of or in the name of another Person or (2) any other governmental official, employee, agent or representative acting or purporting to act in a *parens patriae*, sovereign enforcement or quasi-sovereign enforcement capacity, or any other capacity on behalf of such Governmental Unit or Tribe.

Notwithstanding anything herein to the contrary, (x) nothing in the Plan shall release any Excluded Claim and (y) nothing in this Section 10.6(b) shall (A) release any Cause of Action against (I) any Shareholder Release Snapback Party or (II) any Holder of Co-Defendant Claims, (B) release any Estate Cause of Action against a Holder of a Claim against a Debtor, to the extent such Estate Cause of Action is necessary for the administration and resolution of such Claim solely in accordance with the Plan or (C) be construed to impair in any way the Effective Date or post-Effective Date rights and obligations of any Person under the Plan, the Plan Documents, the Confirmation Order or the Restructuring Transactions, including the Shareholder Settlement Agreement.

Notwithstanding anything herein to the contrary, the Debtors shall not be released from liability for any Claim that is or may be covered by any Purdue Insurance Policy; *provided* that recovery for any such Claim, including by way of settlement or judgment, shall be limited to the available proceeds of such Purdue Insurance Policy (and any extra-contractual liability of the Insurance Companies with respect to the Purdue Insurance Policies), and no Person or party shall execute, garnish or otherwise attempt to collect any such recovery from any assets other than the available proceeds of the Purdue Insurance Policies. The Debtors shall be released automatically from a Claim described in this paragraph upon the earlier of (x) the abandonment of such Claim and (y) such a release being given as part of a settlement or resolution of such Claim,



and shall be released automatically from all Claims described in this paragraph upon the exhaustion of the available proceeds of the Purdue Insurance Policies (notwithstanding the nonoccurrence of either event described in the foregoing clauses (x) and (y)).

**Section 10.6(c) Releases by Debtors of Holders of Claims**

As of the Effective Date, all Holders of Channeled Claims (excluding, in all respects, any Excluded Party, Shareholder Release Snapback Party, Co-Defendant or MDT Insurer) are hereby released by the Debtors and their Estates from any and all Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, remedies, losses and liabilities for any Claim in connection with, or arising out of, (i) the administration of the Chapter 11 Cases; the negotiation and pursuit of the Restructuring Transactions, the Plan, the Master Disbursement Trust, the Creditor Trusts (including the trust distribution procedures and the other Creditor Trust Documents) and the solicitation of votes with respect to, and confirmation of, the Plan; the funding of the Plan; the occurrence of the Effective Date; the administration of the Plan and the property to be distributed under the Plan; and the wind-up and dissolution of the Liquidating Debtors and the transactions in furtherance of any of the foregoing or (ii) such Holder's participation in the Pending Opioid Actions. The Debtors, the Plan Administration Trust, the Master Disbursement Trust, the Creditor Trusts, NewCo, TopCo and any other newly-formed Persons that shall be continuing the Debtors' businesses after the Effective Date shall be bound, to the same extent the Debtors are bound, by the Releases set forth in this Section 10.6(c).

As of the Effective Date, all Holders of PI Channeled Claims and Holders of NAS Monitoring Channeled Claims (excluding, in all respects, any Excluded Party, Shareholder Release Snapback Party, Co-Defendant or MDT Insurer) are hereby released by the Debtors and their Estates from any and all Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, remedies, losses and liabilities for any Claim in connection with, or arising out of, the Debtors (as such Entities existed prior to or after the Petition Date), their Estates or the Chapter 11 Cases, including, without limitation, (i) the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, (ii) the Restructuring Transactions, (iii) the Pending Opioid Actions, (iv) Opioid-Related Activities or the Debtors' development, production, manufacture, licensing, labeling, marketing, advertising, promotion, distribution or sale of non-opioid products or the use or receipt of any proceeds therefrom, in each case, including the Debtors' interactions with regulators and regardless of where in the world any such activities or any result, loss, injury or damage resulting therefrom occurred, (v) any past use or misuse of any opioid, whether sold by the Debtors or any of its Subsidiaries or otherwise, to the extent arising from an act, conduct, omission, event, transaction, occurrence or continuing condition in any way relating to any of the foregoing, (vi) the restructuring of any Claim or Interest before or during the Chapter 11 Cases, (vii) the Disclosure Statement and the Plan and related agreements, instruments and other documents (including the Plan Documents) and the negotiation, formulation, preparation or implementation thereof, or (viii) any other act, conduct, occurrence or continuing condition in any way relating to any of the foregoing.

Notwithstanding anything herein to the contrary, (x) nothing in the Plan shall release any Excluded Claim and (y) nothing in this Section 10.6(c) shall (A) release any contractual Estate Cause of Action or any Estate Cause of Action that is commercial in nature and unrelated to the subject matter of the Pending Opioid Actions, (B) release any Estate Cause of Action against a Holder of a Claim against a Debtor, to the extent such Estate Cause of Action is necessary for the administration and resolution of such Claim solely in accordance with the Plan, (C) release any claim or right arising in the ordinary course of the Debtors' or NewCo's business, including, without limitation, any such claim with respect to taxes or (D) be construed to impair in



any way the Effective Date or post-Effective Date rights and obligations of any Person under the Plan, the Plan Documents, the Confirmation Order or the Restructuring Transactions, including the Shareholder Settlement Agreement.

**Section 10.7(a) Shareholder Releases - Releases by Debtors**

As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, and except as otherwise explicitly provided in the Plan or in the Confirmation Order, the Shareholder Released Parties shall be conclusively, absolutely, unconditionally, irrevocably, fully, finally, forever and permanently released, subject to clause (z) of the last paragraph of this Section 10.7(a), by the Debtors and their Estates from any and all Claims, claims, counterclaims, disputes, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, Liens, remedies, losses, contributions, indemnities, rights of subrogation, costs, liabilities, attorneys' fees and expenses, in each case, of any kind, character or nature whatsoever, including any derivative claims asserted or assertible by or on behalf of any Debtor or any of their Estates (including any Causes of Action arising under chapter 5 of the Bankruptcy Code) and including any claims that any Debtor or any of their Estates, or that any other Person or party claiming under or through any Debtor or any of their Estates, would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively) or on behalf of any Debtor or any of their Estates or any other Person, 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 liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, choate or inchoate, whether in law or equity, whether sounding in tort or contract or based on any other legal or equitable theory or principle (including fraud, negligence, gross negligence, recklessness, reckless disregard, deliberate ignorance, public or private nuisance, breach of fiduciary duty, avoidance, willful misconduct, veil piercing, alter-ego theories of liability, unjust enrichment, disgorgement, restitution, contribution, indemnification, right of subrogation and joint liability), whether *in rem*, *quasi in rem*, *in personam* or otherwise, or whether arising under federal or state statutory or common law, or any other applicable international, foreign or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, regardless of where in the world accrued or arising, from the beginning of time, in each case, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (as such Entities existed prior to or after the Petition Date), their Estates or the Chapter 11 Cases, including, without limitation, (i) the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, (ii) the business or contractual arrangements or interactions between any Debtor and any Shareholder Released Party (including historical business or contractual arrangements or interactions, any direct or indirect distributions or transfers by any Debtor, and any exercise of any common law or contractual rights of setoff or recoupment by any Shareholder Released Party at any time on or prior to the Effective Date), (iii) any employment or retention of any Shareholder Released Party by the Debtors (including any service as a director, officer, executive, consultant or advisor to the Debtors or service in any similar capacity), (iv) any direct or indirect beneficial ownership of any equity interest in or debt obligation of the Debtors, (v) the Restructuring Transactions, (vi) the Pending Opioid Actions, (vii) Opioid-Related Activities or the Debtors' development, production, manufacture, licensing, labeling, marketing, advertising, promotion, distribution or sale of non-opioid products or the use or receipt of any proceeds therefrom, in each case, including the Debtors' interactions with regulators and regardless of where in the world any such activities or any result, loss, injury or damage resulting therefrom occurred, (viii) any past, present or future use or misuse of any opioid, whether sold by the Debtors or by NewCo or any of its Subsidiaries or otherwise, to the extent arising from an act, conduct, omission, event, transaction, occurrence or continuing



condition in any way relating to any of the foregoing, (ix) the restructuring of any Claim or Interest before or during the Chapter 11 Cases, (x) the Disclosure Statement and the Plan and related agreements, instruments and other documents (including the Plan Documents) and the negotiation, formulation, preparation or implementation thereof, (xi) the solicitation of votes with respect to the Plan, or (xii) any other act, conduct, omission, event, transaction, occurrence or continuing condition in any way relating to any of the foregoing. The Debtors, the Plan Administration Trust, the Master Disbursement Trust, the Creditor Trusts, NewCo, TopCo and any other newly-formed Persons that shall be continuing the Debtors' businesses after the Effective Date shall be bound, to the same extent the Debtors are bound, by the Shareholder Releases set forth in this Section 10.7(a).

Notwithstanding anything herein to the contrary, (x) nothing in the Plan shall release any Excluded Claim; (y) nothing in this Section 10.7(a) shall be construed to impair in any way the Effective Date or post-Effective Date rights and obligations of any Person under the Plan, the Plan Documents, the Confirmation Order or the Restructuring Transactions, including the Shareholder Settlement Agreement and the Separation Agreements; and (z) upon the filing of a Notice of Shareholder Release Snapback, (A) the Shareholder Releases set forth in this Section 10.7(a) shall be entirely null and void, revoked and invalidated, as of the Effective Date, with respect to all members of the Breaching Shareholder Family Group and the Designated Shareholder Released Parties, (B) the *status quo ante* shall be restored in all respects for the Debtors and the Master Disbursement Trust with respect to the members of the Breaching Shareholder Family Group and the Designated Shareholder Released Parties (C) the Master Disbursement Trust shall be deemed to have received and accepted all of the rights with respect to any member of the Breaching Shareholder Family Group and the Designated Shareholder Released Parties, in each case, that the Debtors and their Estates had prior to the Effective Date and that the Master Disbursement Trust would have pursuant to the transfer of the MDT Shareholder Rights to the Master Disbursement Trust if the Shareholder Releases of this Section 10.7(a) had never been granted, which rights the Debtors and their Estates shall be deemed to have irrevocably transferred, granted and assigned to the Master Disbursement Trust; *provided* that, for the avoidance of doubt, notwithstanding the nullification, voiding, revocation and invalidation pursuant to the foregoing clause (A), the Shareholder Releases shall continue in effect for, and shall be fully enforceable by and for the benefit of, all other Shareholder Released Parties other than the Breaching Shareholder Family Group and the Designated Shareholder Released Parties.

**Section 10.7(b) Shareholder Releases - Releases by Non-Debtors**

As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, and except as otherwise explicitly provided in the Plan or in the Confirmation Order, the Shareholder Released Parties shall be conclusively, absolutely, unconditionally, irrevocably, fully, finally, forever and permanently released, subject to clause (z) of the last paragraph of this Section 10.7(b), by the Releasing Parties from any and all Claims, claims, counterclaims, disputes, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, Liens, remedies, losses, contributions, indemnities, rights of subrogation, costs, liabilities, attorneys' fees and expenses, in each case, of any kind, character or nature whatsoever, including any derivative claims asserted or assertible by or on behalf of the Debtors or their Estates (including any Causes of Action arising under chapter 5 of the Bankruptcy Code) and including any claims that any Releasing Party, or that any other Person or party claiming under or through any Releasing Party or any other Person, would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively) or on behalf of any Releasing Party or any other Person, 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 liquidated or unliquidated, fixed or contingent, matured or unmatured, known or



unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, choate or inchoate, whether in law or equity, whether sounding in tort or contract or based on any other legal or equitable theory or principle (including fraud, negligence, gross negligence, recklessness, reckless disregard, deliberate ignorance, public or private nuisance, breach of fiduciary duty, avoidance, willful misconduct, veil piercing, alter-ego theories of liability, unjust enrichment, disgorgement, restitution, contribution, indemnification, right of subrogation and joint liability), whether *in rem*, *quasi in rem*, *in personam* or otherwise, or whether arising under federal or state statutory or common law, or any other applicable international, foreign or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, regardless of where in the world accrued or arising, from the beginning of time, in each case, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (as such Entities existed prior to or after the Petition Date), their Estates or the Chapter 11 Cases, including, without limitation, (i) the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, (ii) the business or contractual arrangements or interactions between any Debtor and any Shareholder Released Party (including historical business or contractual arrangements or interactions, any direct or indirect distributions or transfers by any Debtor, and any exercise of any common law or contractual rights of setoff or recoupment by any Shareholder Released Party at any time on or prior to the Effective Date), (iii) any employment or retention of any Shareholder Released Party by the Debtors (including any service as a director, officer, executive, consultant or advisor to the Debtors or service in any similar capacity), (iv) any direct or indirect beneficial ownership of any equity interest in or debt obligation of the Debtors, (v) the Restructuring Transactions, (vi) the Pending Opioid Actions, (vii) Opioid-Related Activities or the Debtors' development, production, manufacture, licensing, labeling, marketing, advertising, promotion, distribution or sale of non-opioid products or the use or receipt of any proceeds therefrom, in each case, including the Debtors' interactions with regulators and regardless of where in the world any such activities or any result, loss, injury or damage resulting therefrom occurred, (viii) any past, present or future use or misuse of any opioid, whether sold by the Debtors or by NewCo or any of its Subsidiaries or otherwise, to the extent arising from an act, conduct, omission, event, transaction, occurrence or continuing condition in any way relating to any of the foregoing, (ix) the restructuring of any Claim or Interest before or during the Chapter 11 Cases, (x) the Disclosure Statement and the Plan and related agreements, instruments and other documents (including the Plan Documents) and the negotiation, formulation, preparation or implementation thereof, (xi) the solicitation of votes with respect to the Plan, or (xii) any other act, conduct, omission, event, transaction, occurrence or continuing condition in any way relating to any of the foregoing.

For the avoidance of doubt and without limitation of the foregoing, each Person that is a Governmental Unit or a Tribe shall be deemed to have released all Shareholder Released Claims that have been, are or could have been brought by (1) such Governmental Unit or Tribe in its own right, in its *parens patriae* or sovereign enforcement capacity, or on behalf of or in the name of another Person or (2) any other governmental official, employee, agent or representative acting or purporting to act in a *parens patriae*, sovereign enforcement or quasi-sovereign enforcement capacity, or any other capacity on behalf of such Governmental Unit or Tribe.

Notwithstanding anything herein to the contrary, (x) nothing in the Plan shall release any Excluded Claim; (y) nothing in this Section 10.7(b) shall be construed to impair in any way the Effective Date or post-Effective Date rights and obligations of any Person under the Plan, the Plan Documents, the Confirmation Order or the Restructuring Transactions, including the Shareholder Settlement Agreement and the Separation Agreements; and (z) upon the filing of a Notice of Shareholder Release Snapback, (A) the Shareholder Releases set forth in this





**Section 10.7(b)** shall be entirely null and void, revoked and invalidated, as of the Effective Date, with respect to all members of the Breaching Shareholder Family Group and the Designated Shareholder Released Parties and (B) the *status quo ante* shall be restored in all respects for the Releasing Parties with respect to the members of the Breaching Shareholder Family Group and the Designated Shareholder Released Parties; *provided* that, for the avoidance of doubt, notwithstanding the nullification, voiding, revocation and invalidation pursuant to the foregoing clause (A), the Shareholder Releases shall continue in effect for, and shall be fully enforceable by and for the benefit of, all other Shareholder Released Parties other than the Breaching Shareholder Family Group and the Designated Shareholder Released Parties.

**Section 10.7(c) Shareholder Releases - Releases by Shareholder Released Parties**

As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, and except as otherwise explicitly provided in the Plan or in the Confirmation Order, the Reciprocal Releasees shall be conclusively, absolutely, unconditionally, irrevocably, fully, finally, forever and permanently released, subject to clause (z) of the last paragraph of this **Section 10.7(c)**, by the Shareholder Released Parties from any and all Claims, claims, counterclaims, disputes, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, Liens, remedies, losses, contributions, indemnities, rights of subrogation, costs, liabilities, attorneys' fees and expenses, in each case, of any kind, character or nature whatsoever, including any derivative claims asserted or assertible by or on behalf of the Debtors or their Estates (including any Causes of Action arising under chapter 5 of the Bankruptcy Code) and including any claims that any Shareholder Released Party, or that any other Person or party claiming under or through any Shareholder Released Party or any other Person, would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively) or on behalf of any Shareholder Released Party or any other Person, 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 liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, choate or inchoate, whether in law or equity, whether sounding in tort or contract or based on any other legal or equitable theory or principle (including fraud, negligence, gross negligence, recklessness, reckless disregard, deliberate ignorance, public or private nuisance, breach of fiduciary duty, avoidance, willful misconduct, veil piercing, alter-ego theories of liability, unjust enrichment, disgorgement, restitution, contribution, indemnification, right of subrogation and joint liability), whether *in rem*, *quasi in rem*, *in personam* or otherwise, or whether arising under federal or state statutory or common law, or any other applicable international, foreign or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, regardless of where in the world accrued or arising, from the beginning of time, in each case, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (as such Entities existed prior to or after the Petition Date), their Estates or the Chapter 11 Cases, including, without limitation, (i) the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, (ii) the business or contractual arrangements or interactions between any Debtor and any Shareholder Released Party (including historical business or contractual arrangements or interactions, any direct or indirect distributions or transfers by any Debtor, and any exercise of any common law or contractual rights of setoff or recoupment by any Shareholder Released Party at any time on or prior to the Effective Date), (iii) any employment or retention of any Shareholder Released Party by the Debtors (including any service as a director, officer, executive, consultant or advisor to the Debtors or service in any similar capacity), (iv) any direct or indirect beneficial ownership of any equity interest in or debt obligation of the Debtors, (v) the Restructuring Transactions, (vi) the Pending Opioid Actions, (vii) Opioid-Related Activities or the Debtors' development, production,

manufacture, licensing, labeling, marketing, advertising, promotion, distribution or sale of non-opioid products or the use or receipt of any proceeds therefrom, in each case, including the Debtors' interactions with regulators and regardless of where in the world any such activities or any result, loss, injury or damage resulting therefrom occurred, (viii) any past, present or future use or misuse of any opioid, whether sold by the Debtors or by NewCo or any of its Subsidiaries or otherwise, to the extent arising from an act, conduct, omission, event, transaction, occurrence or continuing condition in any way relating to any of the foregoing, (ix) the restructuring of any Claim or Interest before or during the Chapter 11 Cases, (x) the Disclosure Statement and the Plan and related agreements, instruments and other documents (including the Plan Documents) and the negotiation, formulation, preparation or implementation thereof, (xi) the solicitation of votes with respect to the Plan, or (xii) any other act, conduct, omission, event, transaction, occurrence or continuing condition in any way relating to any of the foregoing.

Notwithstanding anything herein to the contrary, (x) nothing in the Plan shall release any Excluded Claim; (y) nothing in this Section 10.7(c) shall be construed to impair in any way the Effective Date or post-Effective Date rights and obligations of any Person under the Plan, the Plan Documents, the Confirmation Order or the Restructuring Transactions, including the Shareholder Settlement Agreement and the Separation Agreements, and including the rights of any Shareholder Released Party that is a current or former director, officer or employee of the Debtors but is not a Sackler Family Member relating to plan treatment of any Claims held by such party; and (z) upon the filing of a Notice of Shareholder Release Snapback and the commencement or continuation of any action or proceeding against a member of a Breaching Shareholder Family Group or a Designated Shareholder Released Party by any Reciprocal Releasee, (A) the releases set forth in this Section 10.7(c) of any Reciprocal Releasee that has commenced or continued any such action shall be entirely null and void, revoked and invalidated, as of the Effective Date, with respect to the members of the Breaching Shareholder Family Group and the Designated Shareholder Released Parties and (B) the *status quo ante* shall be restored in all respects for the members of the Breaching Shareholder Family Group and the Designated Shareholder Released Parties with respect to any Reciprocal Releasee that has commenced or continued any such litigation; *provided that*, for the avoidance of doubt, notwithstanding the nullification, voiding, revocation and invalidation pursuant to the foregoing clause (A), the releases set forth in this Section 10.7(c) shall continue in effect for, and shall be fully enforceable by and for the benefit of, all other Reciprocal Releasees, and shall be binding on, and enforceable against, all other Shareholder Released Parties, including any members of the Breaching Shareholder Family Group with respect to any Reciprocal Releasee that has not commenced any such litigation.

## **Section 10.8 Channeling Injunction**

In order to supplement the injunctive effect of the Plan Injunction, the Releases and the Shareholder Releases set forth in Sections 10.5, 10.6 and 10.7 of the Plan, the Confirmation Order shall provide for the following permanent injunction to take effect as of the Effective Date:

(a) **Terms.** In order to preserve and promote the settlements contemplated by and provided for in the Plan and to supplement, where necessary, the injunctive effect of the Plan Injunction, the Releases and the Shareholder Releases described in Sections 10.5, 10.6 and 10.7 of the Plan, and pursuant to the exercise of the equitable jurisdiction and power of the Bankruptcy Court under section 105(a) of the Bankruptcy Code, all Persons that have held or asserted, that hold or assert or that may in the future hold or assert any Channeled Claim shall be permanently and forever stayed, restrained and enjoined from taking any action for the purpose of directly or indirectly collecting, recovering or receiving payments, satisfaction, recovery or

**judgment of any form from or against any Protected Party with respect to any Channeled Claim, including:**

- (i) **commencing, conducting or continuing, in any manner, whether directly or indirectly, any suit, action or other proceeding, in each case, of any kind, character or nature, in any forum in any jurisdiction with respect to any Channeled Claims, against or affecting any Protected Party, or any property or interests in property of any Protected Party with respect to any Channeled Claims;**
- (ii) **enforcing, levying, attaching, collecting or otherwise recovering, by any means or in any manner, either directly or indirectly, any judgment, award, decree or other order against any Protected Party or against the property of any Protected Party with respect to any Channeled Claims;**
- (iii) **creating, perfecting or enforcing, by any means or in any manner, whether directly or indirectly, any Lien of any kind against any Protected Party or the property of any Protected Party with respect to any Channeled Claims;**
- (iv) **asserting or accomplishing any setoff, right of subrogation, indemnity, contribution or recoupment of any kind, whether directly or indirectly, in respect of any obligation due to any Protected Party or against the property of any Protected Party with respect to any Channeled Claims; and**
- (v) **taking any act, by any means or in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan Documents, with respect to any Channeled Claims.**

**(b) Reservations. Notwithstanding anything to the contrary in this Section 10.8 or the Confirmation Order, this Channeling Injunction shall not stay, restrain, bar or enjoin:**

- (i) **the rights of Holders of Channeled Claims to the treatment afforded them under the Plan and the Plan Documents, including the rights of Holders of Channeled Claims to assert such Channeled Claims solely in accordance with Section 6.21 of the Plan, the Master TDP and the Creditor Trust TDPs, in each case whether or not there are funds to make Distributions in respect of such Channeled Claims and whether or not such rights entitle such Holders to Abatement Distributions or any other form of Distributions;**
- (ii) **the rights of Persons to assert any claim, debt, litigation or liability for payment of Creditor Trust Operating Expenses solely against the applicable Creditor Trust;**



- (iii) **the rights of Persons to assert any claim, debt or litigation against any Excluded Party;**
- (iv) **the rights of the Master Disbursement Trust to pursue and enforce the MDT Shareholder Rights, the MDT Insurance Rights and the MDT Causes of Action;**
- (v) **the rights of the parties to the LRP Agreement to enforce the terms thereof in accordance with the Plan;**
- (vi) **the Creditor Trusts from enforcing their respective rights against the Master Disbursement Trust under the Plan and the MDT Documents;**
- (vii) **the Master Disbursement Trust from enforcing its rights, on behalf of itself and the Private Creditor Trusts, against NewCo and TopCo under the Plan and the NewCo Credit Support Agreement; or**
- (viii) **NOAT or the Tribe Trust from enforcing their respective rights against TopCo under the TopCo Operating Agreement.**

(c) **Notice of Shareholder Release Snapback.** Upon the filing of a Notice of Shareholder Release Snapback, the Channeling Injunction shall terminate, be rescinded and have no application, without further order of the Bankruptcy Court, to any suit, action or other proceeding, in each case, of any kind, character or nature, brought against any member of the Breaching Shareholder Family Group or any Designated Shareholder Released Party; *provided, however*, that the extension of time provided by Section 10.9(a) of the Plan shall continue in effect in accordance with its terms; and *provided further* that, for the avoidance of doubt, notwithstanding the termination and rescission pursuant to this Section 10.8(c), the Channeling Injunction shall continue in effect for, and shall be fully enforceable by and for the benefit of, all other Protected Parties, including all other Shareholder Released Parties, other than the Breaching Shareholder Family Group and the Designated Shareholder Released Parties.

(d) **Modifications.** Except as expressly set forth in paragraph (c) of this Section 10.8, there can be no modification, dissolution or termination of the Channeling Injunction, which shall be a permanent injunction.

(e) **Non-Limitation of Channeling Injunction.** Except as expressly set forth in paragraphs (b) and (c) of this Section 10.8, nothing in the Plan, the MDT Documents or the Creditor Trust Documents shall be construed in any way to limit the scope, enforceability or effectiveness of the Channeling Injunction issued in connection with the Plan.

(f) **Bankruptcy Rule 3016 Compliance.** The Debtors' compliance with the requirements of Bankruptcy Rule 3016 shall not constitute an admission that the Plan provides for an injunction against conduct not otherwise enjoined under the Bankruptcy Code.

**Section 10.9 Tolling of Shareholder Released Claims; Violations of Shareholder Releases and Channeling Injunction**



(a) **Tolling of Shareholder Released Claims.** If applicable law, an order in any proceeding or an agreement fixes a period for commencing or continuing an action or proceeding based on a Shareholder Released Claim and such Shareholder Released Claim is released pursuant to the Shareholder Releases or such action or proceeding is enjoined by the Channeling Injunction, then such period does not expire with respect to such Shareholder Released Claim with respect to the Master Disbursement Trust (or the MDT Trustees) or the Releasing Parties until the latest of (i) the end of such period; (ii) with respect to the applicable Shareholder Family Group, two hundred twenty-five (225) days after the filing of a Notice of Shareholder Release Snapback with respect to such Shareholder Family Group; and (iii) with respect to the applicable Shareholder Family Group, when such Shareholder Family Group fulfills its payment obligations under the Shareholder Settlement Agreement.

(b) **Violations of Shareholder Releases and Channeling Injunction.** In the event that any Person takes any action that a Shareholder Released Party believes violates the Shareholder Releases or Channeling Injunction as it applies to any Shareholder Released Party, such Shareholder Released Party shall be entitled to make an emergency application to the Bankruptcy Court for relief, and may proceed by contested matter rather than by adversary proceeding. The Bankruptcy Court shall have jurisdiction and authority to enter final orders in connection with any dispute over whether an action violates the Shareholder Releases or Channeling Injunction. Upon determining that a violation of the Shareholder Releases or Channeling Injunction has occurred, the Bankruptcy Court, in its discretion, may award any appropriate relief against such violating Person, including, but not limited to, (i) disgorgement from the violating Person of any funds, assets or other value received, directly or indirectly, pursuant to the Plan or Plan Documents (including fees and expenses paid pursuant to the Plan or Plan Documents on account of legal or other advisory services rendered to or for the benefit of the violating Person); (ii) the termination of any rights of the violating Person to receive any funds, assets or other value pursuant to the Plan or Plan Documents; (iii) the reduction of any payments owed by any Shareholder Released Parties under the Shareholder Settlement Agreement to the violating Person in an amount equal to the amount of disgorgement ordered from, or the reduction of future payments ordered to be made to, or on account of, the violating Person (subject to the right of the violating Person to request that any amounts actually disgorged from such violating Person offset any reduction of future payments ordered to be made to, or on account of, such violating Person); (iv) an admonition, reprimand or censure of, or citation of contempt by, the violating Person and its counsel; (v) a fine or penalty paid into the Bankruptcy Court; (vi) a bond or other security in an amount equal to any financial obligation ordered by the Bankruptcy Court in respect of the violation; (vii) an appropriate sanction on any attorney or law firm responsible for the violation; (viii) injunctive relief to prevent future violations by the Person or its counsel; and (ix) attorney and other professional fees incurred by any Shareholder Released Party arising from the violation. The provision of any one form of relief shall not preclude the provision of any other form of relief.

#### **Section 10.10 MDT Insurer Injunction**

(a) **Terms.** In accordance with section 105(a) of the Bankruptcy Code, upon the occurrence of the Effective Date, all Persons that have held or asserted, that hold or assert or that may in the future hold or assert any Claim based on, arising under or attributable to an MDT Insurance Policy shall be, and hereby are, permanently stayed, restrained and enjoined from taking any action for the purpose of directly or indirectly collecting, recovering or receiving payment or recovery on account of any such Claim based on, arising under or attributable to an MDT Insurance Policy from or against any MDT Insurer, including:

- (i) commencing, conducting or continuing, in any manner any action or other proceeding of any kind (including an



arbitration or other form of alternate dispute resolution) against any MDT Insurer, or against the property of any MDT Insurer, on account of any Claim based on, arising under or attributable to an MDT Insurance Policy;

- (ii) enforcing, attaching, levying, collecting or otherwise recovering, by any manner or means, any judgment, award, decree or other order against any MDT Insurer, or against the property of any MDT Insurer, on account of any Claim based on, arising under or attributable to an MDT Insurance Policy;
- (iii) creating, perfecting or enforcing in any manner any Lien of any kind against any MDT Insurer, or against the property of any MDT Insurer, on account of any Claim based on, arising under or attributable to an MDT Insurance Policy;
- (iv) asserting or accomplishing any setoff, right of subrogation, indemnity, contribution or recoupment of any kind, whether directly or indirectly, against any obligation due to any MDT Insurer, or against the property of any MDT Insurer, on account of any Claim based on, arising under or attributable to an MDT Insurance Policy; and
- (v) taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan applicable to any Claim based on, arising under or attributable to an MDT Insurance Policy.

(b) **Reservations.** The provisions of this MDT Insurer Injunction shall not preclude the Master Disbursement Trust from pursuing any Claim based on, arising under or attributable to an MDT Insurance Policy, any other claim that may exist under any MDT Insurance Policy against any MDT Insurer, or enjoin the rights of the Master Disbursement Trust to prosecute any action based on or arising from the MDT Insurance Policies or the rights of the Master Disbursement Trust to assert any claim, debt, obligation, cause of action or liability for payment against a MDT Insurer based on or arising from the MDT Insurance Policies. The provisions of this MDT Insurer Injunction are not issued for the benefit of any MDT Insurer, and no such insurer is a third-party beneficiary of this MDT Insurer Injunction. This MDT Insurer Injunction shall not enjoin, impair or affect (i) any claims between or among MDT Insurers that are not Settling MDT Insurers; (ii) the rights of current and former directors, officers, employees and agents of the Debtors that are not Sackler Family Members that are preserved under the Plan or (iii) the terms of the Shareholder Settlement Agreement with respect to the MDT Shareholder Insurance Rights.

(c) **Modifications.** To the extent the MDT Trustees make a good faith determination that some or all of the MDT Insurance Proceeds are substantially unrecoverable by the Master Disbursement Trust, the Master Disbursement Trust shall have the sole and exclusive authority at any time, upon written notice to any affected MDT Insurer, to terminate, reduce or limit the scope of this MDT Insurer Injunction with respect to any MDT Insurer, *provided* that (i) any termination, reduction, or limitation of the MDT Insurer Injunction (A) shall apply equally to all Classes of Claims, and (B) shall comply with any procedures set forth in the MDT Agreement and (ii) the termination, reduction or limitation of the MDT Insurer Injunction as it relates to the MDT Bermuda-Form Insurance Policies shall

be subject to the consent (not to be unreasonably withheld, conditioned or delayed) of the Creditor Trustee for the PI Trust.

(d) **Non-Limitation of MDT Insurer Injunction.** Except as set forth in paragraphs (b) and (c) of this Section 10.10, nothing in the Plan, the MDT Documents or the Creditor Trust Documents shall be construed in any way to limit the scope, enforceability or effectiveness of the MDT Insurer Injunction issued in connection with the Plan.

**Section 10.11 Settling MDT Insurer Injunction**

(a) **Terms.** In accordance with section 105(a) of the Bankruptcy Code, upon the occurrence of the Effective Date, all Persons that have held or asserted, that hold or assert or that may in the future hold or assert any Claim based on, arising under or attributable to an MDT Insurance Policy shall be, and hereby are, permanently stayed, restrained and enjoined from taking any action for the purpose of directly or indirectly collecting, recovering or receiving payment or recovery on account of any such Claim based on, arising under or attributable to an MDT Insurance Policy from or against any Settling MDT Insurer, solely to the extent that such Settling MDT Insurer has been released from such Claim under such MDT Insurance Policy pursuant to an MDT Insurance Settlement, including:

- (i) commencing, conducting or continuing, in any manner any action or other proceeding of any kind (including an arbitration or other form of alternate dispute resolution) against any such Settling MDT Insurer, or against the property of such Settling MDT Insurer, on account of such Claim based on, arising under or attributable to such MDT Insurance Policy;
- (ii) enforcing, attaching, levying, collecting or otherwise recovering, by any manner or means, any judgment, award, decree or other order against any such Settling MDT Insurer, or against the property of such Settling MDT Insurer, on account of such Claim based on, arising under or attributable to such MDT Insurance Policy;
- (iii) creating, perfecting or enforcing in any manner any Lien of any kind against any such Settling MDT Insurer, or against the property of such Settling MDT Insurer, on account of such Claim based on, arising under or attributable to such MDT Insurance Policy;
- (iv) asserting or accomplishing any setoff, right of subrogation, indemnity, contribution or recoupment of any kind, whether directly or indirectly, against any obligation due to any such Settling MDT Insurer, or against the property of such Settling MDT Insurer, on account of such Claim based on, arising under or attributable to such MDT Insurance Policy; and
- (v) taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the



**Plan applicable to such Claim based on, arising under or attributable to such MDT Insurance Policy.**

(b) **Reduction of Insurance Judgments.** Any right, Claim or cause of action that an Insurance Company may have been entitled to assert against any Settling MDT Insurer but for the Settling MDT Insurer Injunction, if any such right, Claim or cause of action exists under applicable non-bankruptcy law, shall become a right, Claim or cause of action solely as a setoff claim against the Master Disbursement Trust and not against or in the name of the Settling MDT Insurer in question. Any such right, Claim or cause of action to which an Insurance Company may be entitled shall be solely in the form of a setoff against any recovery of the Master Disbursement Trust from that Insurance Company, and under no circumstances shall that Insurance Company receive an affirmative recovery of funds from the Master Disbursement Trust or any Settling MDT Insurer for such right, Claim or cause of action. In determining the amount of any setoff, the Master Disbursement Trust may assert any legal or equitable rights the Settling MDT Insurer would have had with respect to any right, Claim or cause of action.

(c) **Modifications.** There can be no modification, dissolution or termination of the Settling MDT Insurer Injunction, which shall be a permanent injunction.

(d) **Non-Limitation of Settling MDT Insurer Injunction.** Except as set forth in paragraphs (b) and (c) of this Section 10.11, nothing in the Plan, the MDT Documents or the Creditor Trust Documents shall be construed in any way to limit the scope, enforceability or effectiveness of the Settling MDT Insurer Injunction issued in connection with the Plan.

**Section 10.12 Exculpation**

To the maximum extent permitted by applicable law, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from: any Claim, obligation, suit, judgment, damage, demand, debt, right, Cause of Action, remedy, loss and liability for any Claim in connection with, or arising out of, the administration of the Chapter 11 Cases; the negotiation and pursuit of the Disclosure Statement (including any information provided, or statements made, in the Disclosure Statement or omitted therefrom), the Restructuring Transactions, the Plan, the Master Disbursement Trust (including the Master TDP and the MDT Agreement), the Creditor Trusts (including the Creditor Trust TDPs and the other Creditor Trust Documents) and the solicitation of votes for, and confirmation of, the Plan; the funding of the Plan; the occurrence of the Effective Date; the administration of the Plan and the property to be distributed under the Plan; and the wind-up and dissolution of the Liquidating Debtors and the transactions in furtherance of any of the foregoing, in each case other than Claims or Causes of Action arising out of, or related to, any act or omission of an Exculpated Party that is a criminal act or constitutes fraud, gross negligence or willful misconduct. This exculpation shall be in addition to, and not in limitation of, all other Releases, indemnities, exculpations and any other applicable law or rules protecting such Exculpated Parties from liability. For the avoidance of doubt, this Section 10.12 shall not exculpate or release any Exculpated Party with respect to any act or omission of such Exculpated Party prior to the Effective Date that is later found to be a criminal act or to constitute fraud, gross negligence or willful misconduct, including findings after the Effective Date. Notwithstanding anything herein to the contrary, nothing in the Plan shall release any Claims or Causes of Action that may be asserted against any Excluded Party.

**Section 10.13 Injunction Related to Releases and Exculpation**

To the maximum extent permitted under applicable law, the Confirmation Order shall permanently enjoin the commencement or prosecution by any Person, whether directly, derivatively





or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses or liabilities released pursuant to this Plan, including, without limitation, the Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action and liabilities released or exculpated in this Plan and the Claims, Interests, Liens, other encumbrances or liabilities described in Section 5.3(b), 5.4(c) or 5.6(b) of the Plan.



Voter ID: 4456



192364901247652

THE UNIVERSITY OF TEXAS AT AUSTIN  
LIBRARY  
1000 UNIVERSITY DRIVE  
AUSTIN, TEXAS 78702  
737 477-1234

Voter ID: 4456



++ +PPB 2325 SRF 54014 MMLID 10547947 PackID 4-2913  
Village of Caledonia, Wisconsin  
Attn: Thomas Christensen, Village Administrator  
5043 Chester Lane  
Racine WI 53402

Voter ID: 4456



192364901247652

**EXHIBIT B**

**In Re Purdue Pharma, L.P., et al.**

**CONSOLIDATED CLAIM AUTHORIZATION FORM**

**THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE CONSOLIDATED DOCUMENTATION BY EACH CONSENTING CLAIMAINT**

The undersigned claimholder in connection with the bankruptcy estates of *In Re Purdue Pharma, L.P., et al.*, Case No. 19-23649 (RDD) (Bankr. S.D.N.Y.) (the "**Consenting Claimant**") hereby elects to schedule and file any and all claims held against the **Purdue Debtors**<sup>4</sup> as part of a consolidated claim (the "**Consolidated Claim**"), as allowed pursuant to that order establishing **5:00 p.m. (Prevailing Eastern Time) on July 30, 2020** as the last date for each person or entity, including cities, counties, municipalities, other local governments and Native American Tribes, to file a Proof of Claim against any of the Purdue Debtors (the "**Bar Date Order**" at Docket No. 800)<sup>5</sup>.

For the avoidance of doubt, the Consenting Claimant<sup>6</sup> understands and acknowledges that the Consolidated Claim, including but not limited to the Collective Theories, the Claim Amount, and all applicable information in the Consolidated Claim Summary Information Sheet, will be treated as the Consenting Claimant's own Proof of Claim filed against each of the Purdue Debtors, and the Consenting Claimant agrees to be so bound for all Proof of Claim purposes subject to the following. In the event that the Consenting Claimant has already filed or will file a separate and individual Proof of Claim against each or any of the Purdue Debtors, such separately filed Proof of Claim shall override the Consolidated Claim, so long as it otherwise complies with the Bar Date Order. The Consenting Claimant further acknowledges and agrees that the Ad Hoc Committee's only purpose is to facilitate the process by which Government Entities can participate in a Consolidated Claim and the Ad Hoc Committee: (1) takes no position concerning any Government Entity's individual claim(s) against Purdue and (2) is not adopting the Consolidated Claim as a claim on behalf of the Ad Hoc Committee. The Consenting Claimant hereby authorizes the Ad Hoc Committee, through any one or more of the following (the "**Authorized Representative**") to submit the Consolidated Claim: Kramer Levin Naftalis & Frankel LLP, Otterbourg P.C., Brown Rudnick LLP, Gilbert LLP.

Authorized Representative's Name: Ad Hoc Group of Consenting Claimants, c/o Kramer Levin Naftalis & Frankel LLP, Otterbourg P.C., Brown Rudnick LLP, Gilbert LLP

Please provide the following information (each piece of information is necessary and must be included in the Consolidated Claim):

1. Name, Address, and Contact Information (city, county, other municipality, or tribe):

Village of Caledonia  
Name of Consenting Claimant (city, county or municipality, or tribe)

5043 Chester Lane, Racine, WI 53402  
Number Street

<sup>4</sup>Purdue Pharma, L.P., Purdue Pharma Inc., Purdue Transdermal Technologies L.P., Purdue Pharma Manufacturing L.P., Purdue Pharmaceuticals L.P., Imbrium Therapeutics L.P., Adlon Therapeutics L.P., Greenfield Bio Ventures L.P., Seven Seas Hill Corp., Ophir Green Corp., Purdue Pharma of Puerto Rico, Avrio Health L.P., Purdue Pharmaceutical Products L.P., Purdue Neuroscience Company, Nayatt Cove Lifescience Inc., Button Land L.P., Rhodes Associates L.P., Paul Land Inc., Quidnick Land L.P., Rhodes Pharmaceuticals L.P., Rhodes Technologies, UDF LP, SVC Pharma L.P., and SVC Pharma Inc. (collectively, the "**Purdue Debtors**," "**Debtors**" or "**Purdue**").

<sup>5</sup>On June 3, 2020, the Bankruptcy Court extended the original Bar Date from June 30, 2020 to July 30, 2020.

<sup>6</sup>Terms not otherwise defined herein shall have the meaning set forth in the June 17, 2020 Letter originally enclosed with this Consolidated Claim Authorization Form. Please also note that executing this Consent Form constitutes agreement to the limitations of liability and waivers contained in the June 17, 2020 Letter originally enclosed with this Consolidated Claim Authorization Form. Please contact Uriel Pinelo (upinelo@brownrudnick.com) for a copy of such letter.

City

State

Zip Code

2. Attorney Information, if any (information only; not for purposes of an appearance in the Bankruptcy Court or any other U.S. or State Court):

Elaine S. Ekes  
Pruitt, Ekes & Geary, S.C.  
esekes@peglawfirm.com  
245 Main Street, Suite 404  
Racine, WI 53403

3. Claim Amount. Please check one of the following three boxes and input your Claim Amount, if applicable:

**Option 1**  Please include the Claim Amount derived from the Municipality Claim Model, if available. (Please note that this option is not available to Native American Tribes)

**Option 2**  Please include the following Claim Amount: "not less than \$ \_\_\_\_\_"

**Option 3**  Please indicate that my claim is "unliquidated."

4. Additional Theories. In addition to the Collective Theories, the claimant holds the following separate claims and causes of action against Purdue:

---

---

---

Date: 7-17-2020

Thomas Christensen, Village Administrator

Name and Title of Person Authorized to Complete and Sign this Form

262-835-6404

Phone Number

tchristensen@caledonia-wi.gov

Email



Consenting Claimant's Signature

- (v) selecting and overseeing counsel and/or staff, if necessary, to support the duties and functions of the Special Master;
- (vi) coordinating, as appropriate, with the disclosure of documents from other defendants in opioid cases; and
- (vii) ensuring the long-term sustainability and success of the disclosure program.

(c) **Redaction.** To the extent that the Special Master determines that any otherwise non-Privileged information should be redacted to protect trade secrets, trade secrets shall not include information reflecting opioid sales or promotional strategies, tactics, targeting, or data, or internal communications related to sales or promotion of opioids.

(d) **Public Reporting.** On each of the first five anniversaries of the Effective Date, the Special Master shall publish a public report describing the activities of the disclosure program and the use of any funds expended.

**5.13 Effective Date Cash; Surplus Reserved Cash.**

(a) **Effective Date Fixed Payments.** On the Effective Date, Effective Date Cash shall be used to fund (i) the Professional Fee Escrow Account in an amount necessary to satisfy Professional Fee Claims in accordance with Section 2.1(b) of the Plan, (ii) the Priority Claims Reserve in an amount necessary to satisfy estimated Allowed Administrative Claims (other than Professional Fee Claims and the DOJ Forfeiture Judgment Claim), Allowed Secured Claims and Allowed Priority Claims, (iii) the Disputed Claims Reserves in accordance with Section 7.1 of the Plan, (iv) the Disputed Cure Claims Reserve in accordance with Section 8.2(d) of the Plan, (v) the Wind-Up Reserve in accordance with Section 5.3(d) of the Plan, (vi) the MDT Operating Reserve in accordance with Section 5.6(f) of the Plan, (vii) the Initial NewCo Cash in accordance with Section 5.4(c) of the Plan, (viii) the applicable PAT Distribution Account in the amounts necessary to make Distributions required in accordance with Article IV of the Plan in respect of Allowed Federal Government Unsecured Claims, Allowed Adlon General Unsecured Claims and Allowed Avrio General Unsecured Claims, each to the extent Allowed as of the Effective Date, (ix) the Truth Initiative Contribution and the attorneys' fees of the Ratepayer Mediation Participants in satisfaction of Ratepayer Claims in accordance with Section 4.8 of the Plan, (x) the Initial Private Creditor Trust Distributions, (xi) the Initial Tribe Trust Distribution, (xii) the Initial Federal Government Distribution, (xiii) amounts required to establish the Public Document Repository in accordance with Section 5.12 of the Plan, (xiv) the upfront insurance premium payments and other amounts in accordance with Sections 5.3(e), 5.4(g) and 5.5(d) of the Plan and (xv) any other amounts required to be paid on the Effective Date pursuant to the Plan. No later than five (5) Business Days prior to the Effective Date, the Debtors shall provide notice to the Creditors' Committee and the Governmental Consent Parties of the then-current estimated amount of Effective Date Cash and all amounts described in this Section 5.13(a), and shall promptly notify the Creditors' Committee and the Governmental Consent Parties of any changes to such estimations prior to the Effective Date. Any objection by the Creditors' Committee or the Governmental Consent Parties with respect to the Debtors' proposed amount of funding of any PAT Reserve shall be resolved by the Bankruptcy Court.

(b) **Initial NOAT Distribution.** On the Effective Date, all Effective Date Cash remaining after the satisfaction of all amounts described in the foregoing paragraph (a) shall be used



to make the Initial NOAT Distribution, which is currently estimated to be \$225 million.<sup>7</sup> An updated estimate of the Initial NOAT Distribution shall be provided in the Plan Supplement.

(c) **Surplus Reserved Cash.** Prior to the dissolution of the Plan Administration Trust, the Plan Administration Trustee shall determine, on each six (6)-month anniversary of the Effective Date, whether the amounts available in any PAT Reserve exceed the amounts necessary to satisfy the purpose for which such reserves were established. If the Plan Administration Trustee determines that a surplus exists in any PAT Reserve as of the date of such determination, such Surplus Reserve Cash shall be (i) *first*, used to satisfy any funding deficiency in any other PAT Reserve and (ii) *second*, with respect to any amounts not used to satisfy any such funding deficiency in another PAT Reserve, transferred to the Master Disbursement Trust in accordance with the MDT Agreement. All Cash and cash equivalents of the Plan Administration Trust remaining upon the dissolution of Plan Administration Trust, including any remaining Surplus Reserve Cash in the PAT Reserves, shall be transferred to the Master Disbursement Trust in accordance with the MDT Agreement.

#### 5.14 Corporate Action.

(a) **Dissolution of Boards of the Debtors.** As of the Effective Date, the respective boards of directors and managers, as applicable, of each of the Debtors shall be terminated and dissolved and the members of each of the boards of directors and managers, as applicable, of the Debtors shall be deemed to have resigned.

(b) **Continued Existence of the Liquidating Debtors.** Each of the Debtors, other than the Transferred Debtors, shall continue to exist as a Liquidating Debtor after the Effective Date in accordance with the laws of the state under which such Debtor was formed and pursuant to its certificate of incorporation, bylaws, articles of formation, operating agreement, and other organizational documents, as applicable, in effect prior to the Effective Date, except to the extent such organizational documents are amended under the Plan, for the limited purposes of liquidating all of the Assets of such Debtor's Estate and making distributions in accordance with the Plan. From and after the Effective Date, except as set forth herein, the Liquidating Debtors (i) for all purposes shall be deemed to have withdrawn their business operations from any state in which the Liquidating Debtors were previously conducting, or are registered or licensed to conduct, their business operations, and shall not be required to file any document, pay any sum, or take any other action in order to effectuate such withdrawal, (ii) shall be deemed to have canceled pursuant to the Plan all PPI Interests and, as of the PPLP Dissolution Date, all PPLP Interests, and (iii) shall not be liable in any manner to any taxing authority for franchise, business, license or similar taxes accruing on or after the Effective Date.

(c) **Appointment of the PPLP Liquidator as the Sole Representative for the Liquidating Debtors.** On the Effective Date, the PPLP Liquidator shall be appointed as the sole director and sole officer of the Liquidating Debtors, and shall succeed to the powers of the Liquidating Debtors' general partners, directors and officers. From and after the Effective Date, the PPLP Liquidator shall be the sole representative of, and shall act for, the Liquidating Debtors and administer the winding up and dissolution of the Liquidating Debtors. The PPLP Liquidator shall act for the Liquidating Debtors in the same fiduciary capacity as applicable to a board of directors and officers, subject to the provisions hereof (and all certificates of formation, partnership agreements, operating agreements, membership agreements and related documents are deemed amended by the Plan to permit and authorize the same). Any fees and

---

<sup>7</sup> The final amount of the Initial NOAT Distribution on the Effective Date is subject to adjustment for items outside of the Debtors' control, including but not limited to, potential variability in investment monetization proceeds, higher than forecasted restructuring-related professional fees and cash collateral necessary to secure insurance coverage for NewCo and TopCo.



amount held in the Professional Fee Escrow Account is equal to the sum of each Professional Person's good-faith estimates of its Professional Fee Claims. The procedures for filing objections to Professional Persons' applications for final allowance of compensation for services rendered and expenses incurred shall be set forth in the Confirmation Order.

## **2.2 Priority Tax Claims.**

Except to the extent a Holder of an Allowed Priority Tax Claim and the Debtor against which such Claim is asserted agree to different treatment, on the Effective Date or as soon as reasonably practicable thereafter, each Holder of an Allowed Priority Tax Claim shall receive, on account of such Allowed Priority Tax Claim, either Cash in an amount equal to the Allowed amount of such Claim from the Priority Claims Reserve or such other treatment as may satisfy section 1129(a)(9) of the Bankruptcy Code.

## **2.3 DOJ Forfeiture Judgment Claim.**

(a) Allowance: Pursuant to the Plea Agreement and the DOJ 9019 Order, the DOJ Forfeiture Judgment Claim shall be Allowed in the amount of \$2.0 billion on the later of (i) the DOJ Conviction Judgment Date and (ii) the entry by the Bankruptcy Court of the Confirmation Order.

(b) Treatment: In full and final satisfaction, settlement, release and discharge of the DOJ Forfeiture Judgment Claim, the Debtors shall make the DOJ Forfeiture Payment within three (3) Business Days following the DOJ Conviction Judgment Date, which DOJ Forfeiture Payment, in combination with the DOJ Forfeiture Judgment Credit, shall satisfy and discharge the DOJ Forfeiture Judgment Claim in full.

# **\* ARTICLE III CLASSIFICATION OF CLAIMS AND INTERESTS. \***

## **3.1 Classification in General.**

A Claim or Interest is placed in a particular Class for all purposes, including voting, confirmation and Distributions under this Plan and under sections 1122 and 1123(a)(1) of the Bankruptcy Code. A Claim or Interest is classified in a particular Class for the purpose of receiving Distributions pursuant to this Plan only to the extent such Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent any portion of the Claim or Interest qualifies within the description of such other Classes; *provided* that, to the extent any Claim satisfies the definition of a Shareholder Claim, a Co-Defendant Claim or an Other Subordinated Claim, such Claim shall be classified as such, notwithstanding that such Claim may satisfy the definition of another type of Claim. A Claim or Interest is also classified in a particular Class for the purpose of receiving Distributions hereunder only to the extent such Claim or Interest is an Allowed Claim or Allowed Interest in that Class and such Claim or Interest has not been satisfied, released or otherwise settled prior to the Effective Date. In no event shall any Holder of an Allowed Claim be entitled to receive payments under this Plan that, in the aggregate, exceed the Allowed amount of such Holder's Claim.

## **3.2 Summary of Classification of Claims and Interests.**

The following table designates the Classes of Claims against and Interests in the Debtors and specifies which Classes are (a) Impaired or Unimpaired under this Plan, (b) entitled to vote to accept or reject this Plan in accordance with section 1126 of the Bankruptcy Code or presumed to accept or deemed to reject this Plan:

Class	Type of Claim or Interest	Impairment	Entitled to Vote
Class 1	Secured Claims	Unimpaired	No (Presumed to Accept)
Class 2	Other Priority Claims	Unimpaired	No (Presumed to Accept)
Class 3	Federal Government Unsecured Claims	Impaired	Yes
Class 4	Non-Federal Domestic Governmental Claims	Impaired	Yes
Class 5	Tribe Claims	Impaired	Yes
Class 6	Hospital Claims	Impaired	Yes
Class 7	Third-Party Payor Claims	Impaired	Yes
Class 8	Ratepayer Claims	Impaired	Yes
Class 9	NAS Monitoring Claims	Impaired	Yes
Class 10(a)	NAS PI Claims	Impaired	Yes
Class 10(b)	Non-NAS PI Claims	Impaired	Yes
Class 11(a)	Avrio General Unsecured Claims	Unimpaired	No (Presumed to Accept)
Class 11(b)	Adlon General Unsecured Claims	Unimpaired	No (Presumed to Accept)
Class 11(c)	Other General Unsecured Claims	Impaired	Yes
Class 12	Intercompany Claims	Unimpaired or Impaired	No (Presumed to Accept or Deemed to Reject)
Class 13	Shareholder Claims	Impaired	No (Deemed to Reject)
Class 14	Co-Defendant Claims	Impaired	No (Deemed to Reject)
Class 15	Other Subordinated Claims	Impaired	No (Deemed to Reject)
Class 16	PPLP Interests	Impaired	No (Deemed to Reject)
Class 17	PPI Interests	Impaired	No (Deemed to Reject)
Class 18	Intercompany Interests	Unimpaired or Impaired	No (Presumed to Accept or Deemed to Reject)

### 3.3 Voting Classes; Presumed Acceptance by Non-Voting Classes.

With respect to each Debtor, if a Class contains Claims eligible to vote and no Holder of Claims eligible to vote in such Class votes to accept or reject this Plan by the Voting Deadline, this Plan shall be presumed accepted by the Holders of Claims in such Class.

### 3.4 Voting; Presumptions; Solicitation.

(a) **Acceptance by Certain Impaired Classes.** Only Holders of Claims in Classes 3, 4, 5, 6, 7, 8, 9, 10(a), 10(b) and 11(c) are entitled to vote to accept or reject this Plan. An Impaired

Class of Claims shall have accepted this Plan if (i) the Holders, including Holders acting through a Voting Representative, of at least two-thirds (2/3) in amount of Claims actually voting in such Class have voted to accept this Plan and (ii) the Holders, including Holders acting through a Voting Representative, of more than one-half (1/2) in number of Claims actually voting in such Class have voted to accept this Plan. Holders of Claims in Classes 3, 4, 5, 6, 7, 8, 9, 10(a), 10(b) and 11(c) (or, if applicable, the Voting Representatives of such Holders) shall receive ballots containing detailed voting instructions. For the avoidance of doubt, pursuant to and except as otherwise provided in the Solicitation Procedures Order, each Claim in Classes 4, 5, 6, 7, 8, 9, 10(a) and 10(b) shall be accorded one (1) vote and valued at one dollar (\$1.00) for voting purposes only, and not for purposes of Allowance or distribution, such that each of Classes 4, 5, 6, 7, 8, 9, 10(a) and 10(b) shall be deemed to have accepted this Plan if the Holders, including Holders acting through a Voting Representative, of at least two-third (2/3) in number of Claims actually voting in such Class have voted to accept the Plan.

(b) **Deemed Acceptance by Unimpaired Classes.** Holders of Claims in Classes 1, 2, 11(a) and 11(b) are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Accordingly, such Holders are not entitled to vote to accept or reject this Plan.

(c) **Deemed Rejection by Certain Impaired Classes.** Holders of Claims and Interests in Classes 13, 14, 15, 16 and 17 are deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Accordingly, such Holders are not entitled to vote to accept or reject this Plan.

(d) **Deemed Acceptance or Rejection by Certain Classes.** Holders of Interests in Classes 12 and 18 are either conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code or are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Accordingly, such Holders are not entitled to vote to accept or reject the Plan.

(e) **Individual Creditor Voting Rights.** Notwithstanding anything to the contrary in this Plan, the voting rights of Holders of Claims in any Class shall be governed in all respects by the Solicitation Procedures Order, including without limitation with respect to the amount of such Claims for voting purposes.

### 3.5 **Cramdown.**

If any Class of Claims is deemed to reject this Plan or is entitled to vote on this Plan and does not vote to accept this Plan, the Debtors may (a) seek confirmation of this Plan under section 1129(b) of the Bankruptcy Code and/or (b) amend or modify this Plan in accordance with the terms hereof and the Bankruptcy Code. If a controversy arises as to whether any Claim or Interest, or any Class of Claims or Interests, is Impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

### 3.6 **No Waiver.**

Nothing contained in this Plan shall be construed to waive a Debtor's or other Person's right to object on any basis to any Claim.

## ARTICLE IV TREATMENT OF CLAIMS AND INTERESTS.

### 4.1 **Secured Claims (Class 1).**

(a) **Treatment:** Except to the extent a Holder of an Allowed Secured Claim and the Debtor against which such Claim is asserted agree to different treatment, on the Effective Date, or

as soon as reasonably practicable thereafter, each Holder of an Allowed Secured Claim shall receive, on account of such Allowed Claim, (i) payment in full in Cash from the Priority Claims Reserve in accordance with section 506(a) of the Bankruptcy Code, (ii) Reinstatement of such Allowed Claim pursuant to section 1124 of the Bankruptcy Code or (iii) such other treatment as may be necessary to render such Claim Unimpaired.

(b) Impairment and Voting: Secured Claims are Unimpaired. Holders of Secured Claims are conclusively presumed to accept this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Secured Claims are not entitled to vote to accept or reject the Plan, and the votes of such Holders will not be solicited with respect to such Secured Claims.

#### **4.2 Other Priority Claims (Class 2).**

(a) Treatment: Except to the extent a Holder of an Allowed Other Priority Claim and the Debtor against which such Claim is asserted agree to different treatment, on the Effective Date, or as soon as reasonably practicable thereafter, each Holder of an Allowed Other Priority Claim shall receive, on account of such Allowed Claim, (i) payment in full in Cash from the Priority Claims Reserve or (ii) such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.

(b) Impairment and Voting: Other Priority Claims are Unimpaired. Holders of Other Priority Claims are conclusively presumed to accept this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Other Priority Claims are not entitled to vote to accept or reject the Plan, and the votes of such Holders will not be solicited with respect to such Other Priority Claims.

#### **4.3 Federal Government Unsecured Claims (Class 3).**

(a) Allowance of the DOJ Civil Claim and DOJ Criminal Fine Claim: Pursuant to the DOJ 9019 Order, the DOJ Civil Claim is Allowed in the amount of \$2.8 billion. The DOJ Criminal Fine Claim shall be Allowed in the amount of \$3.544 billion on the later of (i) the DOJ Conviction Judgment Date and (ii) the entry by the Bankruptcy Court of the Confirmation Order.

(b) Treatment: On the Effective Date, in full and final satisfaction, settlement, release and discharge of the Allowed Federal Government Unsecured Claims, the United States shall receive (i) the Initial Federal Government Distribution and (ii) the MDT Federal Government Claim. The MDT Federal Government Claim shall be payable by the Master Disbursement Trust in the following installments (which installments shall, to the extent applicable, be reduced as a result of prepayments in accordance with Section 5.2(d)(iv) of the Plan): (x) \$10 million on the first Scheduled MDT Distribution Date, (y) \$10 million on July 31, 2023 and (z) \$5 million on July 31, 2024. The Initial Federal Government Distribution and the amounts paid to the United States on account of the MDT Federal Government Claim shall be deemed applied 60% to the DOJ Unsecured Claims and 40% to the Other Federal Agency Claims.

(c) Impairment and Voting: The Federal Government Unsecured Claims are Impaired. Holders of Federal Government Unsecured Claims are entitled to vote to accept or reject the Plan.

#### **4.4 Non-Federal Domestic Governmental Claims (Class 4).**

(a) Treatment: On the Effective Date, in full and final satisfaction, settlement, release and discharge of the Debtors' obligations in respect of Non-Federal Domestic Governmental Claims, NOAT shall receive (i) the Initial NOAT Distribution, (ii) the TopCo NOAT Interest and (iii) the MDT NOAT Interest. Distributions in respect of Non-Federal Domestic Governmental Channeled Claims shall be exclusively in the form of Abatement Distributions made by NOAT to Authorized Recipients for Authorized Abatement Purposes, in accordance with the NOAT TDP.

(b) Channeling: As of the Effective Date, in accordance with the Plan and the Master TDP, any and all liability of the Debtors and the other Protected Parties for any and all Non-Federal Domestic Governmental Channeled Claims shall automatically, and without further act, deed or court order, be channeled exclusively to and assumed by NOAT. Each Non-Federal Domestic Governmental Channeled Claim shall be asserted exclusively against NOAT and resolved solely in accordance with the terms, provisions and procedures of the NOAT TDP. The sole recourse of any Person on account of any Non-Federal Domestic Governmental Channeled Claim, whether or not the Holder thereof participated in the Chapter 11 Cases and whether or not such Holder filed a Proof of Claim in the Chapter 11 Cases, shall be to NOAT as and to the extent provided in the NOAT TDP. Holders of Non-Federal Domestic Governmental Channeled Claims are enjoined from asserting against any Debtor or other Protected Party any Channeled Claim, and may not proceed in any manner against any Debtor or other Protected Party on account of any Channeled Claim in any forum whatsoever, including any state, federal or non-U.S. court or administrative or arbitral forum, and are required to pursue Non-Federal Domestic Governmental Channeled Claims exclusively against NOAT, solely as and to the extent provided in the NOAT TDP.

(c) Impairment and Voting: Non-Federal Domestic Governmental Claims are Impaired. Holders of Non-Federal Domestic Governmental Claims are entitled to vote to accept or reject the Plan.

#### 4.5 Tribe Claims (Class 5).

(a) Treatment: On the Effective Date, in full and final satisfaction, settlement, release and discharge of the Debtors' obligations in respect of Tribe Claims, the Tribe Trust shall receive (i) the Initial Tribe Trust Distribution, (ii) the TopCo Tribe Interest and (iii) the MDT Tribe Interest. Distributions in respect of Tribe Claims shall be exclusively in the form of Abatement Distributions made by the Tribe Trust to Authorized Recipients for Authorized Abatement Purposes, in accordance with the Tribe TDP.

(b) Channeling: As of the Effective Date, in accordance with the Plan and the Master TDP, any and all liability of the Debtors and the other Protected Parties for any and all Tribe Channeled Claims shall automatically, and without further act, deed or court order, be channeled exclusively to and assumed by the Tribe Trust. Each Tribe Channeled Claim shall be asserted exclusively against the Tribe Trust and resolved solely in accordance with the terms, provisions and procedures of the Tribe TDP. The sole recourse of any Person on account of any Tribe Channeled Claim, whether or not the Holder thereof participated in the Chapter 11 Cases and whether or not such Holder filed a Proof of Claim in the Chapter 11 Cases, shall be to the Tribe Trust as and to the extent provided in the Tribe TDP. Holders of Tribe Channeled Claims are enjoined from asserting against any Debtor or other Protected Party any Channeled Claim, and may not proceed in any manner against any Debtor or other Protected Party on account of any Channeled Claim in any forum whatsoever, including any state, federal or non-U.S. court or administrative or arbitral forum, and are required to pursue Tribe Channeled Claims exclusively against the Tribe Trust, solely as and to the extent provided in the Tribe TDP.

(c) Impairment and Voting: Tribe Claims are Impaired. Holders of Tribe Claims are entitled to vote to accept or reject the Plan.

#### 4.6 Hospital Claims (Class 6).

(a) Treatment: On the Effective Date, in full and final satisfaction, settlement, release and discharge of the Debtors' obligations in respect of Hospital Claims, the Hospital Trust shall receive (i) the Initial Hospital Trust Distribution and (ii) the MDT Hospital Claim. Distributions in respect of Hospital Channeled Claims shall be exclusively in the form of Abatement Distributions made by the

Hospital Trust to Authorized Recipients for Authorized Abatement Purposes, in accordance with the Hospital TDP.

(b) Channeling: As of the Effective Date, in accordance with the Plan and the Master TDP, any and all liability of the Debtors and the other Protected Parties for any and all Hospital Channeled Claims shall automatically, and without further act, deed or court order, be channeled exclusively to and assumed by the Hospital Trust. Each Hospital Channeled Claim shall be asserted exclusively against the Hospital Trust and resolved solely in accordance with the terms, provisions and procedures of the Hospital TDP. The sole recourse of any Person on account of any Hospital Channeled Claim, whether or not the Holder thereof participated in the Chapter 11 Cases and whether or not such Holder filed a Proof of Claim in the Chapter 11 Cases, shall be to the Hospital Trust as and to the extent provided in the Hospital TDP. Holders of Hospital Channeled Claims are enjoined from asserting against any Debtor or other Protected Party any Channeled Claim, and may not proceed in any manner against any Debtor or other Protected Party on account of any Channeled Claim in any forum whatsoever, including any state, federal or non-U.S. court or administrative or arbitral forum, and are required to pursue Hospital Channeled Claims exclusively against the Hospital Trust, solely as and to the extent provided in the Hospital TDP.

(c) Impairment and Voting: Hospital Claims are Impaired. Holders of Hospital Claims are entitled to vote to accept or reject the Plan.

#### **4.7 Third-Party Payor Claims (Class 7).**

(a) Treatment: On the Effective Date, in full and final satisfaction, settlement, release and discharge of the Debtors' obligations in respect of Third-Party Payor Claims, the TPP Trust shall receive (i) the Initial TPP Trust Distribution and (ii) the MDT TPP Claim. Distributions in respect of Third-Party Payor Channeled Claims shall be exclusively in the form of Abatement Distributions made by the TPP Trust to Authorized Recipients for Authorized Abatement Purposes, in accordance with the TPP TDP. For the avoidance of doubt, any payments from the TPP LRP Escrow Account to which LRP Participating TPPs may be entitled under the LRP Agreement shall not be subject to this Section 4.7.

(b) Channeling: As of the Effective Date, in accordance with the Plan and the Master TDP, any and all liability of the Debtors and the other Protected Parties for any and all Third-Party Payor Channeled Claims shall automatically, and without further act, deed or court order, be channeled exclusively to and assumed by the TPP Trust. Each Third-Party Payor Channeled Claim shall be asserted exclusively against the TPP Trust and resolved solely in accordance with the terms, provisions and procedures of the TPP TDP. The sole recourse of any Person on account of any Third-Party Payor Channeled Claim, whether or not the Holder thereof participated in the Chapter 11 Cases and whether or not such Holder filed a Proof of Claim in the Chapter 11 Cases, shall be to the TPP Trust as and to the extent provided in the TPP TDP. Holders of Third-Party Payor Channeled Claims are enjoined from asserting against any Debtor or other Protected Party any Channeled Claim, and may not proceed in any manner against any Debtor or other Protected Party on account of any Channeled Claim in any forum whatsoever, including any state, federal or non-U.S. court or administrative or arbitral forum, and are required to pursue Third-Party Payor Channeled Claims exclusively against the TPP Trust, solely as and to the extent provided in the TPP TDP.

(c) Impairment and Voting: Third-Party Payor Claims are Impaired. Holders of Third-Party Payor Claims are entitled to vote to accept or reject the Plan.

#### 4.8 Ratepayer Claims (Class 8).

(a) Treatment: In full and final satisfaction, settlement, release and discharge of all Ratepayer Claims, on the Effective Date or as soon thereafter as reasonably practicable, Effective Date Cash shall be used to make the Truth Initiative Contribution in an amount equal to \$6.5 million, subject to the deductions therefrom for the required payments to the Common Benefit Escrow and in respect of attorneys' fees of the Ratepayer Mediation Participants in accordance with Section 5.8(c) and (f) of the Plan.

(b) Impairment and Voting: Ratepayer Claims are Impaired. Holders of Ratepayer Claims are entitled to vote to accept or reject the Plan.

(c) Tax Treatment: The Truth Initiative Contribution shall be treated, for U.S. federal income tax purposes, as (i) the cancellation of all Ratepayer Claims for no consideration and (ii) a transfer of Cash to the Truth Initiative Foundation by the Debtors.

#### 4.9 NAS Monitoring Claims (Class 9).

(a) Treatment: On the Effective Date, in full and final satisfaction, settlement, release and discharge of the Debtors' obligations in respect of NAS Monitoring Claims, the NAS Monitoring Trust shall receive (i) the Initial NAS Monitoring Trust Distribution and (ii) the MDT NAS Monitoring Claim. Distributions in respect of NAS Monitoring Channeled Claims shall be exclusively in the form of Abatement Distributions made by the NAS Monitoring Trust to Authorized Recipients for Authorized Abatement Purposes, in accordance with the NAS Monitoring TDP.

(b) Channeling: As of the Effective Date, in accordance with the Plan and the Master TDP, any and all liability of the Debtors and the other Protected Parties for any and all NAS Monitoring Channeled Claims shall automatically, and without further act, deed or court order, be channeled exclusively to and assumed by the NAS Monitoring Trust. Each NAS Monitoring Channeled Claim shall be asserted exclusively against the NAS Monitoring Trust and resolved solely in accordance with the terms, provisions and procedures of the NAS Monitoring TDP. The sole recourse of any Person on account of any NAS Monitoring Channeled Claim, whether or not the Holder thereof participated in the Chapter 11 Cases and whether or not such Holder filed a Proof of Claim in the Chapter 11 Cases, shall be to the NAS Monitoring Trust as and to the extent provided in the NAS Monitoring TDP. Holders of NAS Monitoring Channeled Claims are enjoined from asserting against any Debtor or other Protected Party any Channeled Claim, and may not proceed in any manner against any Debtor or other Protected Party on account of any Channeled Claim in any forum whatsoever, including any state, federal or non-U.S. court or administrative or arbitral forum, and are required to pursue NAS Monitoring Channeled Claims exclusively against the NAS Monitoring Trust, solely as and to the extent provided in the NAS Monitoring TDP.

(c) Impairment and Voting: NAS Monitoring Claims are Impaired. Holders of NAS Monitoring Claims are entitled to vote to accept or reject the Plan.

#### 4.10 PI Claims (Classes 10(a) and 10(b)).

(a) PI Trust: On the Effective Date, in full and final satisfaction, settlement, release and discharge of the Debtors' obligations in respect of PI Claims, the PI Trust shall receive, subject to Section 5.2(h) of the Plan, (i) the Initial PI Trust Distribution and (ii) the MDT PI Claim.

(b) NAS PI Claims (Class 10(a))

- (i) Treatment: The PI Trust shall deposit the NAS PI Portion into the PI Trust NAS Fund in periodic installments as funds are received by the PI Trust. Distributions in respect of NAS PI Channeled Claims shall be exclusively in the form of Distributions from the PI Trust NAS Fund to Holders of Allowed NAS PI Channeled Claims, in accordance with the NAS PI TDP, and shall be subject to the PI Trust Deductions and Holdbacks.
  - (ii) Channeling: As of the Effective Date, in accordance with the Plan and the Master TDP, any and all liability of the Debtors and the other Protected Parties for any and all NAS PI Channeled Claims shall automatically, and without further act, deed or court order, be channeled exclusively to and assumed by the PI Trust. Each NAS PI Channeled Claim shall be asserted exclusively against the PI Trust and resolved solely in accordance with the terms, provisions and procedures of the NAS PI TDP. The sole recourse of any Person on account of any NAS PI Channeled Claim, whether or not the Holder thereof participated in the Chapter 11 Cases and whether or not such Holder filed a Proof of Claim in the Chapter 11 Cases, shall be to the PI Trust NAS Fund as and to the extent provided in the NAS PI TDP. Holders of NAS PI Channeled Claims are enjoined from asserting against any Debtor or other Protected Party any Channeled Claim, and may not proceed in any manner against any Debtor or other Protected Party on account of any Channeled Claim in any forum whatsoever, including any state, federal or non-U.S. court or administrative or arbitral forum, and are required to pursue NAS PI Channeled Claims exclusively against the PI Trust, solely as and to the extent provided in the NAS PI TDP.
  - (iii) Impairment and Voting: NAS PI Claims are Impaired. Holders of NAS PI Claims are entitled to vote to accept or reject the Plan.
- (c) Non-NAS PI Claims (Class 10(b)).
- (i) Treatment: The PI Trust shall deposit the Non-NAS PI Portion into the PI Trust Non-NAS Fund in periodic installments as funds are received by the PI Trust. Distributions in respect of Non-NAS PI Channeled Claims shall be exclusively in the form of Distributions from the PI Trust Non-NAS Fund to Holders of Allowed Non-NAS PI Channeled Claims, in accordance with the Non-NAS PI TDP, and shall be subject to the PI Trust Deductions and Holdbacks.
  - (ii) Channeling: As of the Effective Date, in accordance with the Plan and the Master TDP, any and all liability of the Debtors and the other Protected Parties for any and all Non-NAS PI Channeled Claims shall automatically, and without further act, deed or court order, be channeled exclusively to and assumed by the PI Trust. Each Non-NAS PI Channeled Claim shall be asserted exclusively against the PI Trust and resolved solely in accordance with the



terms, provisions and procedures of the Non-NAS PI TDP. The sole recourse of any Person on account of any Non-NAS PI Channeled Claim, whether or not the Holder thereof participated in the Chapter 11 Cases and whether or not such Holder filed a Proof of Claim in the Chapter 11 Cases, shall be to the PI Trust Non-NAS Fund as and to the extent provided in the Non-NAS PI TDP. Holders of Non-NAS PI Channeled Claims are enjoined from asserting against any Debtor or other Protected Party any Channeled Claim, and may not proceed in any manner against any Debtor or other Protected Party on account of any Channeled Claim in any forum whatsoever, including any state, federal or non-U.S. court or administrative or arbitral forum, and are required to pursue Non-NAS PI Channeled Claims exclusively against the PI Trust, solely as and to the extent provided in the Non-NAS PI TDP.

- (iii) Impairment and Voting: Non-NAS PI Claims are Impaired. Holders of Non-NAS PI Claims are entitled to vote to accept or reject the Plan.

(d) Canadian Patient Settlement. Pursuant to the Canadian Patient Claim Settlement Stipulation, if the Canadian Patient Settlement Agreement is approved by the Saskatchewan Court of Queen's Bench and the funds in the Canadian Patient Settlement Trust are released for the benefit of Holders of Settled Canadian Patient Claims (i) no Holder of a Settled Canadian Patient Claim that filed a Proof of Claim shall receive a recovery in respect of such Settled Canadian Patient Claim from any source other than the Patient Settlement Payment (as defined in the Canadian Patient Claim Settlement Stipulation) made from the Canadian Patient Settlement Trust and (ii) in order to receive a recovery in respect of any other Claim for which a Proof of Claim was filed by a Holder of a Settled Canadian Patient Claim, such Holder shall have the burden of proving that such Proof of Claim is not in respect of a Settled Canadian Patient Claim that was released and discharged pursuant to the Canadian Patient Claim Settlement Stipulation and such Holder has not received any recovery from the Canadian Patient Settlement Trust on account of such Claim. No Distributions shall be made on account of any Claims that may constitute Settled Canadian Patient Claims unless and until (x) the Saskatchewan Court of Queen's Bench approves the Canadian Patient Settlement Agreement and all funds in the Canadian Patient Settlement Trust have been distributed to Holders of Settled Canadian Patient Claims in accordance with the Canadian Patient Settlement Agreement or (y) the Saskatchewan Court of Queen's Bench denies the Canadian Patient Settlement Agreement.

#### **4.11 Avrio General Unsecured Claims (Class 11(a)).**

(a) Treatment: Except to the extent a Holder of an Allowed Avrio General Unsecured Claim and Avrio Health L.P. agree to different treatment, on the Effective Date, or as soon as reasonably practicable thereafter, each Holder of an Allowed Avrio General Unsecured Claim shall receive, on account of such Allowed Claim, payment in full in Cash.

(b) Impairment and Voting: Avrio General Unsecured Claims are Unimpaired. Holders of Avrio General Unsecured Claims are conclusively presumed to accept this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Avrio General Unsecured Claims are not entitled to vote to accept or reject the Plan, and the votes of such Holders will not be solicited.

**4.12 Adlon General Unsecured Claims (Class 11(b)).**

(a) Treatment: Except to the extent a Holder of an Allowed Adlon General Unsecured Claim and Adlon Therapeutics L.P. agree to different treatment, on the Effective Date, or as soon as reasonably practicable thereafter, each Holder of an Allowed Adlon General Unsecured Claim shall receive, on account of such Allowed Claim, payment in full in Cash.

(b) Impairment and Voting: Adlon General Unsecured Claims are Unimpaired. Holders of Adlon General Unsecured Claims are conclusively presumed to accept this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Adlon General Unsecured Claims are not entitled to vote to accept or reject the Plan, and the votes of such Holders will not be solicited.

**4.13 Other General Unsecured Claims (Class 11(c)).**

(a) Treatment: All Other General Unsecured Claims are Disputed. Except to the extent a Holder of an Allowed Other General Unsecured Claim and the Debtor against which such Claim is asserted agree to different treatment, after the Effective Date upon the Allowance of such Claim in accordance with Article VII of the Plan, each Holder of an Allowed Other General Unsecured Claim shall receive, on account of such Allowed Claim, such Holder's Pro Rata Share of the Other General Unsecured Claim Cash, up to payment in full of such Allowed Claim.

(b) Impairment and Voting: Other General Unsecured Claims are Impaired. Holders of Other General Unsecured Claims are entitled to vote to accept or reject the Plan.

**4.14 Intercompany Claims (Class 12).**

(a) Treatment: Except as otherwise provided in the NewCo Transfer Agreement or the Restructuring Steps Memorandum, on or after the Effective Date, Intercompany Claims shall be (x) in the case of Intercompany Claims held by a Liquidating Debtor against another Liquidating Debtor, at the discretion of the Debtors (or the Plan Administration Trustee, as applicable), (y) in the case of Intercompany Claims held by a Transferred Debtor against another Transferred Debtor, at the discretion of NewCo and (z) otherwise, at the discretion of the Debtors (or the Plan Administration Trustee, as applicable) with the consent (not to be unreasonably withheld, conditioned or delayed) of the Governmental Consent Parties:

- (i) Reinstated; or
- (ii) Compromised and settled or canceled and extinguished with no distribution on account thereof.

(b) Impairment and Voting: Intercompany Claims are either Unimpaired or Impaired with no distribution on account thereof. Holders of Intercompany Claims are either conclusively presumed to accept this Plan pursuant to section 1126(f) of the Bankruptcy Code or deemed to reject this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Intercompany Claims are not entitled to vote to accept or reject the Plan, and the votes of such Holders will not be solicited with respect to such Intercompany Claims.

**4.15 Shareholder Claims (Class 13).**

(a) Treatment: Holders of Shareholder Claims shall not receive or retain any property on account of such Claims. As of the Effective Date, in accordance with the terms of and except as

otherwise expressly provided in the Shareholder Settlement, all Shareholder Claims shall automatically, and without further act, deed or court order, be deemed to have been released without any distribution on account thereof, and such Claims shall be of no further force or effect.

(b) Impairment and Voting: Shareholder Claims are Impaired. Holders of Shareholder Claims are deemed to reject this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Shareholder Claims are not entitled to vote to accept or reject the Plan, and the votes of such Holders will not be solicited with respect to such Shareholder Claims.<sup>2</sup>

#### **4.16 Co-Defendant Claims (Class 14).**

(a) Treatment: All Co-Defendant Claims are Disputed and the Debtors shall seek Disallowance of such Claims pursuant to a separate motion to be filed by the Debtors with the Bankruptcy Court. If any Co-Defendant Claim is ultimately Allowed, such Claim shall be subordinated pursuant to the Plan and section 509(c) and/or section 510 of the Bankruptcy Code.<sup>3</sup> As a result of such subordination or Disallowance, Holders of Co-Defendant Claims shall not receive or retain any property on account of such Claims. As of the Effective Date, all Co-Defendant Claims shall be released in accordance with Section 8.4 of the Plan or otherwise deemed expunged, released and extinguished without further action by or order of the Bankruptcy Court with no distribution on account thereof, and shall be of no further force or effect. To the extent necessary, the Confirmation Order shall contain findings supporting the conclusions providing for such subordination of such Claims for the purposes of Distribution on the terms set forth in this Section 4.16. Subject to the Solicitations Procedure Order, each Holder of a Co-Defendant Claim shall be provided a notice informing each such Holder of the proposed treatment of such Claim under the Plan, and affording such Holder the opportunity to object to such treatment or to the subordination of such Claim.

(b) Impairment and Voting: Co-Defendant Claims are Impaired. Holders of Co-Defendant Claims are deemed to reject this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Co-Defendant Claims are not entitled to vote to accept or reject the Plan, and the votes of such Holders will not be solicited with respect to such Co-Defendant Claims.

#### **4.17 Other Subordinated Claims (Class 15).**

(a) Treatment: Other Subordinated Claims are subordinated pursuant to the Plan and section 509(c) and/or 510 of the Bankruptcy Code and/or other applicable law. Holders of Other Subordinated Claims shall not receive or retain any property under this Plan on account of such Claims. As of the Effective Date, Other Subordinated Claims shall be deemed expunged, released and extinguished without further action by or order of the Bankruptcy Court, and shall be of no further force or effect.

(b) Impairment and Voting: Other Subordinated Claims are Impaired. Holders of Other Subordinated Claims are deemed to reject this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Other Subordinated Claims are not entitled to vote to accept or

---

<sup>2</sup> Although Holders of Shareholder Claims are deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code, the Shareholder Payment Parties, in all capacities (including as Holders of Claims), have agreed to support the Plan pursuant to the Shareholder Settlement Agreement.

<sup>3</sup> Any effort or request to reduce, disallow, estimate or subordinate any Co-Defendant Claim must be initiated by filing a separate objection or motion and comply with Paragraph 5 of the *Amended Order Granting Debtors' Motion for Order Establishing Confirmation Schedule and Protocols* [D.I. 2894].

reject the Plan, and the votes of such Holders will not be solicited with respect to such Other Subordinated Claims.

**4.18 PPLP Interests (Class 16).**

(a) Treatment: In accordance with the terms of the Shareholder Settlement Agreement, Holders of PPLP Interests shall relinquish such Interests and shall not receive or retain any property under the Plan on account of such Interests. As of the PPLP Dissolution Date, all PPLP Interests shall be deemed surrendered, canceled and/or redeemed without further action by or order of the Bankruptcy Court, and shall be of no further force or effect.

(b) Impairment and Voting: PPLP Interests are Impaired. Holders of PPLP Interests are deemed to reject this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of PPLP Interests are not entitled to vote to accept or reject the Plan, and the votes of such Holders will not be solicited with respect to such PPLP Interests.

**4.19 PPI Interests (Class 17).**

(a) Treatment: In accordance with the terms of the Shareholder Settlement Agreement, Holders of PPI Interests shall relinquish such Interests and shall not receive or retain any property under this Plan on account of such Interests. As of the Effective Date, PPI Interests shall be deemed surrendered, canceled and/or redeemed without further action by or order of the Bankruptcy Court, and shall be of no further force or effect.

(b) Impairment and Voting: PPI Interests are Impaired. Holders of PPI Interests are deemed to reject this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of PPI Interests are not entitled to vote to accept or reject the Plan, and the votes of such Holders will not be solicited with respect to such PPI Interests.

**4.20 Intercompany Interests (Class 18).**

(a) Treatment: Except as otherwise provided in the NewCo Transfer Agreement or the Restructuring Steps Memorandum, on the Effective Date, Intercompany Interests shall be:

- (i) with respect to Intercompany Interests in any Transferred Debtor held by PPLP, Reinstated and transferred to NewCo (or one of its Subsidiaries) in accordance with the NewCo Transfer Agreement;
- (ii) with respect to Intercompany Interests in any Transferred Debtor held by another Transferred Debtor, Reinstated or otherwise treated in accordance with the NewCo Transfer Agreement; and
- (iii) with respect to Intercompany Interests in any Debtor that is not a Transferred Debtor, Reinstated solely for administrative convenience until canceled when such Debtor is dissolved or merged out of existence by the Plan Administration Trustee.

(b) Impairment and Voting: Intercompany Interests are either Unimpaired or Impaired with no distribution on account thereof. Holders of Intercompany Interests are either conclusively presumed to accept this Plan pursuant to section 1126(f) of the Bankruptcy Code or deemed to reject this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Intercompany Interests are

not entitled to vote to accept or reject the Plan, and the votes of such Holders will not be solicited with respect to such Intercompany Interests.

**4.21 Debtors' Rights with Respect to Unimpaired Claims.**

Except as otherwise provided in this Plan, nothing under the Plan shall affect the rights of the Debtors with respect to an Unimpaired Claim, including all rights with respect to legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims.

**ARTICLE V MEANS FOR IMPLEMENTATION.**

**5.1 Restructuring Transactions.**

On or before the Effective Date or as soon as reasonably practicable thereafter, the Debtors may take all actions consistent with this Plan as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by or necessary to effectuate the Restructuring Transactions under and in connection with this Plan, including (a) the execution and delivery of all appropriate agreements or other documents of merger, consolidation, sale, restructuring, conversion, disposition, transfer, dissolution or liquidation containing terms that are consistent with the Plan; (b) the execution and delivery of appropriate instruments of transfer, assignment, assumption or delegation of any Asset, property, interest, right, liability, debt or obligation on terms consistent with the Plan; (c) the filing of appropriate certificates or articles of organization, limited partnership, incorporation, reincorporation, merger, consolidation, conversion or dissolution pursuant to applicable law; (d) the execution, delivery, filing, recordation and issuance of any other documents, instruments or agreements in connection with the Restructuring Transactions and (e) any transactions described in the Restructuring Steps Memorandum.

**5.2 Plan Settlements.**

(a) As further described in the Disclosure Statement, the provisions of this Plan (including the provisions contained in Section 5.8 of the Plan and the release and injunctive provisions contained in Article X of the Plan) and the other Plan Documents constitute a good faith compromise and settlement of Claims and controversies among the Debtors, the Supporting Claimants, the Shareholder Payment Parties, certain other participants in the Mediation and other parties in interest reached in connection with the Mediation and otherwise, which such compromise and settlement is necessary and integral to the Plan and the Plan Documents and the success of these Chapter 11 Cases. The Debtors, the Supporting Claimants and the Shareholder Payment Parties believe the treatment provided in respect of Claims against and Interests in the Debtors and the treatment of competing Classes of Claims is fair and appropriate only when combined with the distribution scheme, including without limitation all Distributions to be made under the Plan, and the release, injunction and all other provisions contained in the Plan, all of which are material aspects of the Plan. More than 614,000 Proofs of Claim alleging liability arising out of or in connection with Opioid-Related Activities were filed against the Debtors by the General Bar Date. Approximately 10% of the submitted Proofs of Claim allege a specific amount of liability. The aggregate alleged liability associated with these Proofs of Claim is more than \$40 trillion (exclusive of one personal injury claim that asserted \$100 trillion in alleged liability). Approximately 90% of Claims alleging liability arising out of or in connection with Opioid-Related Activities do not allege a specific amount of liability. The Debtors believe that any reasonable estimate, projection or valuation of their total liability and obligation to pay for Claims in Classes 3, 4, 5, 6, 7, 8, 9, 10(a) and 10(b), if they had the ability to pay those Claims outside of these Chapter 11 Cases, exceeds by many multiples the total value of all assets of their Estates, including but not limited to contributions from third parties and the full face value of all of Purdue's insurance. The Debtors have structured the Plan on the basis of this understanding, and the Confirmation Order shall include a finding consistent with this understanding.



NPO Litigation  
P.O. Box 6727  
Portland, OR 97228-6727



\*4539001663072\*  
000 0009213 00000000 0001 0007 01317 INS: 0 0  
VILLAGE OF CALEDONIA  
5043 CHESTER LN  
RACINE WI 53402-2414

This Page Intentionally Left Blank









June 18, 2020

To: All Counties, Cities, Municipalities, Other Local Governments, and Tribes in the United States

**Re: Filing a Proof of Claim in the Purdue Bankruptcy**

To whom it may concern:

We are co-lead counsel and members of the Plaintiffs' Executive Committee (PEC) in *In re: National Prescription Opiate Litigation*, Case No. 17-md-2804, multidistrict litigation (MDL) against opioid manufacturers, distributors, and retailers before Judge Dan A. Polster in the District Court for the Northern District of Ohio. Co-lead counsel and the PEC were appointed by Judge Polster to coordinate and conduct the litigation on behalf of all plaintiffs in suits transferred to the MDL.

We write to emphasize the importance of filing an individual Proof of Claim in *In Re Purdue Pharma, L.P., et al.*, Case No. 19-23649 (RDD) (Bankr. S.D.N.Y.) ("Purdue Bankruptcy Cases"), for any county, city, municipality, other local government, or Native American Tribe ("Government Entity") that believes it has a claim against Purdue Pharma, L.P. or its affiliated debtors (collectively, "Purdue"). **Filing an individual Proof of Claim is the best way to ensure that you will have a right to vote on any Chapter 11 plan(s) of reorganization put forth in the Purdue Bankruptcy Cases and to receive benefit of any funds generated by the Bankruptcy confirmation plan.** The Bankruptcy Court has indicated a very strong preference for the creation of prospective abatement programs versus cash distributions of what in the big scheme will not be a large dollar amount. You need not have filed litigation against Purdue or have retained counsel in order to have a claim against Purdue and file a Proof of Claim in the Purdue Bankruptcy Cases.

**The deadline to file a Proof of Claim is July 30, 2020 at 5:00 p.m. Eastern Time.** You can file an individual Proof of Claim online at <https://purduepharmaclaims.com/submitclaim.html>. Simply follow the directions at that web address to complete and submit a claim electronically. The web address also contains directions for downloading and submitting a hard copy Proof of Claim, if that is your preference. Choose the "Governmental Opioid Claimant Proof of Claim Form" option.

The Proof of Claim form asks for the amount of your claim against Purdue. To help you determine this amount, you can visit <https://purduelocalgovtclaims.info>, which has estimates of damages and abatement costs for most counties, cities, and other municipalities in the U.S. Follow the directions on the web page to see the estimate for your Government Entity. These estimates were developed by an economic expert at the request of the ad hoc committee of governmental and other contingent litigation claimants in the Purdue Bankruptcy Cases ("Ad Hoc Committee"). Please carefully read the Proof of Claim form and note that you, and only you, are responsible for the statements you make in your proof of claim.

Again, for a Government Entity holding claims against Purdue, submitting an *individual* Proof of Claim is vital to protecting your rights and the rights of all Government Entities asserting claims against Purdue. If you believe you have a claim against Purdue but, for whatever reason, do not wish to file an individual Proof of Claim, you should consider participating in the Consolidated Claim being facilitated by the Ad Hoc Committee. Instructions for how to participate in the Consolidated Claim, and conditions and limitations on participation, appear in the letter from Brown Rudnick LLP enclosed in this same mailing. If you file an individual Proof of Claim, you do not need to participate in the Consolidated Claim.

If you have questions about or need help completing an individual Proof of Claim, you can contact us at [purdue@pecmdl2804.com](mailto:purdue@pecmdl2804.com). We will attempt to reply within 24 hours.

Sincerely,

All Co-Lead Counsel and Members of the Plaintiffs' Executive Committee,  
*In re: National Prescription Opiate Litigation*, MDL 2804





Co-Lead Counsel:

Paul J. Hanly, Jr.  
SIMMONS HANLY CONROY LLC

Joseph F. Rice  
MOTLEY RICE LLC

Paul T. Farrell Jr.  
FARRELL LAW

Plaintiffs' Executive Committee:

Don Barrett  
BARRETT LAW GROUP, P.A.

Elizabeth Cabraser  
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP

James E. Cecchi  
CARELLA, BYRNE, CECCHI, OLSTEIN,  
BRODY & AGNELLO, P.C.

Erin Dickinson  
CRUEGER DICKINSON LLC

James R. Dugan  
THE DUGAN LAW FIRM, APLC

Paul J. Geller  
ROBBINS GELLER RUDMAN & DOWD LLP

Michael J. Fuller  
HCHUGH FULLER LAW GROUP

R. Eric Kennedy  
WEISMAN KENNEDY & BERRIS CO., LPA

Mark Lanier  
LANIER LAW FIRM

Peter J. Mougey  
LEVIN PAPANTONIO, THOMAS, MITCHELL,  
RAFFERTY & PROCTOR, PA

Ellen Relkin  
WEITZ & LUXENBERG, P.C.

Lynn Sarko  
KELLER ROHRBACK

Hunter J. Shkolnik  
NAPOLI SHKOLNIK PLLC

Christopher A. Seeger  
SEEGER WEISS LLP

Roland Tellis  
BARON & BUDD, P.C.

James D. Young  
MORGAN & MORGAN

Co-Liaison Counsel:

Peter Weinberger  
SPANGENBERG SHIBLEY  
& LIBER, LLP

Steve Skikos  
SKIKOS, CRAWFORD,  
SKIKOS AND JOSEPH

Troy Rafferty  
LEVIN PAPANTONIO, THOMAS,  
MITCHELL, RAFFERTY & PROCTOR, PA



DAVID J. MOLTON  
direct dial: 212.209.4822  
fax: 212.938.2822  
dmolton@brownrudnick.com

June 17, 2020

TO ALL COUNSEL FOR ANY CITY, TRIBE,  
COUNTY, OR OTHER MUNICIPALITY  
HOLDING CLAIMS IN CONNECTION WITH  
*In Re Purdue Pharma, L.P., et al.*, Case No. 19-23649  
(RDD) (Bankr. S.D.N.Y.)

**RE: Consolidated Claim for Consenting Cities and Counties in Connection with *In Re Purdue Pharma, L.P., et al.*, Case No. 19-23649 (RDD) (Bankr. S.D.N.Y.)**

THIS IS NOT A SOLICITATION TO VOTE ON ANY BANKRUPTCY PLAN

To whom it may concern:

As you may be aware, Brown Rudnick LLP (“**Brown Rudnick**”) has been retained as co-counsel by the ad hoc committee of governmental and other contingent litigation claimants (collectively, the “**Ad Hoc Committee**”) formed in connection with the bankruptcy cases of *In Re Purdue Pharma, L.P., et al.*, Case No. 19-23649 (RDD) (Bankr. S.D.N.Y.) (the “**Purdue Bankruptcy Cases**” and “**Bankruptcy Court**”).<sup>1</sup> The deadline for filing proofs of claim in the Purdue Bankruptcy Cases for any person or entity, including cities, counties, municipalities, other local governments and Native American Tribes (a “**Government Entity**” or “**Government Entities**”), has been extended to **July 30, 2020 at 5:00 p.m.** (Prevailing Eastern Time) (the “**Bar Date**”).

We and the Ad Hoc Committee are not any individual Government Entity’s attorneys with respect to any claims a Government Entity has against Purdue Pharma, L.P. or its affiliated debtors (collectively, “**Purdue**”), and no recipient of this letter is a client of ours with respect to Purdue. Nothing contained herein is intended to be legal advice and only a Government Entity itself can determine whether it has a claim against Purdue. All Government Entities in receipt of this letter should consult with their attorney(s) in respect of this letter, the Purdue Bankruptcy Cases, and their claims against Purdue.

The Bankruptcy Court’s order entered on February 3, 2020 (the “**Bar Date Order**”)<sup>2</sup> provides that all holders of claims that fail to timely file a proof of claim in appropriate form shall “(i) be forever barred, estopped, and enjoined from asserting such claims against the Debtors, their property, or their estates (or submitting a proof of claim with respect thereto) and (ii) not treated as a creditor with respect to such claim for the purposes of *voting and distribution* with respect to any chapter 11 plan or plans of reorganization that may be filed in these cases.” Id. at ¶ 17 (emphasis added).

We encourage all Government Entities who hold claims against Purdue to file a proof of claim before the Bar Date, and the most effective and protective way to do so is to file an *individual* Proof of Claim. A Government Entity can file a Proof of Claim even if it has not filed a lawsuit against Purdue or retained counsel. Government Entities can access and file individual Proofs of Claim at <https://purduepharmaclaims.com/submitclaim.html>.

<sup>1</sup>The Ad Hoc Committee is composed of: (1) Broward County, Fl.; (2) City of Chicago, Ill.; (3) Huntington/Cabell County; (4) King County, WA.; (5) Muscogee (Creek) Nation; (6) the Court appointed Co-Lead Counsel on behalf of the Court appointed Plaintiffs’ Executive Committee in *In re National Prescription Opiate Litigation*, Case No. 17-md-02804, MDL No. 2804 (the “PEC”); (7) the City of Philadelphia, Pa.; (8) Santa Clara County, Ca.; (9) State of Florida; (10) State of Georgia; (11) State of Louisiana; (12) State of Michigan; (13) State of Mississippi; (14) State of New Mexico; (15) State of Ohio; (16) State of Tennessee; (17) State of Texas; and (18) State of Utah.

<sup>2</sup>See Bar Date Order, *In re Purdue Pharma L.P., et al.*, Case No. 19-23649 (RDD) (Bankr. S.D.N.Y. 2019) [Docket No. 800]. The Bar Date Order and all other documents filed in the Bankruptcy Cases are available at <https://restructuring.primeclerk.com/purduepharma/>.





Nonetheless, for administrative ease, the Bar Date Order specifically authorizes the Ad Hoc Committee to act as a facilitator and file a Consolidated Claim on behalf of Government Entities that hold claims against Purdue, in lieu of those Government Entities filing individual Proofs of Claim. For the avoidance of doubt, the Ad Hoc Committee's only purpose is to facilitate the process by which Government Entities can participate in a Consolidated Claim.<sup>3</sup> The Ad Hoc Committee takes no position concerning any Government Entity's individual claim(s) against Purdue and is not adopting the Consolidated Claim as a claim on behalf of the Ad Hoc Committee. The Consolidated Claim will allow any Governmental Entity that does not wish to complete an individual Proof of Claim to submit a proof of claim through a streamlined process. A Government Entity that submits an individual Proof of Claim does not need to participate in the Consolidated Claim. The rest of this letter concerns this option to participate in a Consolidated Claim.

The Consolidated Claim will: (i) set forth a summary, prepared by the Ad Hoc Committee, of the collective claims and theories of recovery shared by all participants of the Consolidated Claim (*i.e.*, shared by all counties, cities, municipalities, and tribes) (the "**Collective Theories**," attached hereto as **Exhibit A**); and (ii) include a schedule listing the participants and for each participant: (a) its contact address, (b) email address, (c) attorney information, if any, (d) any claims or causes of action that participant believes it has against Purdue that is not encapsulated by the Collective Theories, and (e) the amount of monetary relief and remedies sought, including but not limited to damages and abatement costs (the "**Claim Amount**"). The schedule will be in substantially the same form as the Consolidated Claim Summary Information Sheet, attached hereto as **Exhibit C**.

Any Government Entity that wishes to be included in a Consolidated Claim must provide the information described above *and* provide its written consent and authorization to the Ad Hoc Committee and its co-counsel by completing, signing, and returning the Consolidated Claim Authorization Form (the "**Consent Form**"), attached hereto as **Exhibit B**. By joining the Consolidated Claim, a Government Entity will be bound by the Collective Theories as well as the Claim Amount asserted therein. However, each participating Government Entity has the right to amend its claim(s) included in the Consolidated Claim by the Bar Date. Any amendment sought to a claim(s) included in the Consolidated Claim after the Bar Date would require approval of the Bankruptcy Court. This letter is not intended to provide legal advice on your ability to amend your claim(s).

Government Entities that consent to and authorize their participation in the Consolidated Claim must choose one of three options for how to describe the monetary relief sought for their claims. Each participating Government Entity must select its desired option on the Consent Form:

**(Option 1)** The Ad Hoc Committee has worked with Ted Miller, an internationally recognized safety economist with Pacific Institute for Research and Evaluation (PIRE), who has developed a model that estimates monetary relief, including damages and abatement costs, which cities, counties, and municipalities across the United States (the "**Municipality Claim Model**") may assert against the Debtors. The Government Entity may elect to use an amount derived for that entity using the Municipality Claim Model, if such an amount is available. The amount calculated for each Government Entity using the Municipality Claim Model can be viewed online at <https://purduelocalgovtclaims.info>. Please note that the Municipality Claim Model does not provide a cost estimate for Native American Tribes. Native American Tribes are directed to select from Option 2 and Option 3 when completing a Consent Form. When reviewing the Municipality Claim Model and the website that contains the Model, please carefully review the notes, disclaimers and explanatory language contained therein.

**(Option 2)** The Government Entity may calculate and set forth its own dollar value for its Claim Amount.

**(Option 3)** The Government Entity may elect to have its Claim Amount described as "unliquidated."

Regardless of which of the three options a participating Government Entity selects, the Consolidated Claim filed by the Ad Hoc Committee will state that Claim Amounts included therein are "not less than" the amount indicated in the schedule and that the scheduled amounts are estimates.

In order for you or your client's claim to be included as part of the Consolidated Claim to be filed by the Ad Hoc Committee, the Consent Form (*i.e.*, Exhibit B) must be fully completed, signed, and returned to us no later than July 15, 2020 via email at [upinelo@brownrudnick.com](mailto:upinelo@brownrudnick.com) and [dlimongello@brownrudnick.com](mailto:dlimongello@brownrudnick.com). We will provide email confirmation of receipt of your completed Consent Form. If you do not receive an email confirmation of our receipt by July 17, 2020 please follow-up by email or phone call. Additionally, none of Brown Rudnick LLP, its agents and employees, nor any member of the Ad Hoc Committee or their counsel, shall have any liability to you or your client, as applicable in respect of the Consolidated Proof of Claim, the Bankruptcy Cases, your or your Client's Claim(s), or the submission of or failure to submit the Consolidated Claim. Return of the Consent Form shall constitute you and/or your client's acknowledgement of no liability and waiver of any liability related to the foregoing.

<sup>3</sup>See Bar Date Order at 6-7, ¶¶ 7, 8. There is no fee for filing an individual proof of claim or for participating in this Consolidated Claim.



\*4539001663072\*

If any entity or counsel has questions or needs assistance in completing the Consent Form for the Consolidated Claim process, they may contact Uriel Pinelo ([upinelo@brownrudnick.com](mailto:upinelo@brownrudnick.com), 212.209.4853) and Dale Limongello ([dlimongello@brownrudnick.com](mailto:dlimongello@brownrudnick.com), 212.209.4874).

Sincerely,  
**BROWN RUDNICK LLP**

*/s/ David J. Molton*

David J. Molton

000 0009216 00000000 0004 0007 01317 INS: 0 0







\*4539001663072\*

## EXHIBIT A

### Collective Theories

The Government Entities' claims arise from Purdue's tortious, deceptive, unreasonable, or otherwise unlawful conduct with respect to the marketing, promotion, sale, and/or distribution of prescription opioid products, including all forms and versions of Purdue's morphine, oxycodone, hydrocodone, and buprenorphine products distributed in the U.S.

Such conduct includes, without limitation, Purdue's creation, use, and/or participation in a sophisticated and highly deceptive and unfair marketing, "education," promotion and lobbying campaign that dates back to the late 1990s. This campaign set out to, and did, reverse and alter understandings of the risks, benefits, and appropriate use of prescription opioids. Purdue sought to and did expand the use of prescription opioids by (at least) downplaying their risks and overstating their benefits, particularly for the treatment of chronic, non-cancer pain. Purdue sought to and did do this overtly (through its sales force and Purdue "educational" efforts), as well as covertly through the creation, use, funding, and coopting of organizations, front groups, "key opinion leaders," studies, and literature.

In addition to the foregoing, Purdue also violated its legal and statutory duties (including under the federal Controlled Substances Act) to monitor for, prevent, and minimize diversion of its prescription opioid products, including failing to sufficiently monitor for and prevent the fulfillment and delivery of suspicious orders placed by distributors of Purdue's opioid products and by the downstream customers of those distributors and/or by dispensers of Purdue's opioid products.

Purdue acted on its own, as well as jointly with others, including with other manufacturers, distributors, and dispensers of prescription opioids with respect to the conduct at issue.

Purdue's conduct caused and continues to cause and threaten, without limitation, far-reaching consequences in the communities represented by the Government Entities, including without limitation: (1) the prescribing, purchase, distribution, dispensing, and use of vastly inflated quantities of prescription opioids, (2) the abuse, misuse, and imprudent and unnecessary use of prescription opioids, (3) opioid addiction and opioid use disorder ("OUD") and the need for treatment for the same, (4) hospitalizations, injuries, and deaths caused by opioids, (5) crime, prosecutions, and jailing associated with opioids abuse, misuse, and unlawful sales, (6) the need to monitor for and treat neonatal abstinence syndrome, (7) the need to purchase, train on, and deploy anti-overdose medications among first-responders and others, (8) the need to provide addiction and mental health services to those suffering from addiction/OUD and their families and loved ones, (9) the loss of income and property tax revenues flowing from the foregoing impacts, and (10) the diversion and/or increased use of myriad governmental health, safety, education, justice, and social services to respond to the impact of opioids.

The Government Entities assert all available legal, equitable, and statutory claims against Purdue arising from the foregoing conduct, including without limitation, claims for public and/or private nuisance, unfair and deceptive practices, fraud, negligence, unjust enrichment, false claims and breach of contract, insurance fraud, conspiracy, violation of federal and state RICO laws, and violation of federal and state laws governing the sale, distribution, and anti-diversion requirements for narcotics.

The Government Entities seek all available legal, equitable, and statutory remedies against Purdue, monetary and non-monetary, for any and all past or present conduct and for past, present, or future injury or threat of injury arising or flowing from the foregoing conduct, including injunctive relief, compensatory, consequential, and punitive damages, the costs of abatement, disgorgement, reimbursement for government expenditures, any and all fines and penalties permitted under applicable state or federal law, and reasonable legal fees, costs, and expenses, pre-judgment interest, post-judgment interest, and such other relief as is just and equitable.

For the avoidance of doubt, the Government Entities incorporate by reference as if set forth fully here all of the factual allegations, claims, and prayers for relief set forth in their most current federal and/or state court complaints naming Purdue.









**EXHIBIT B**

**In Re Purdue Pharma, L.P., et al.**

**CONSOLIDATED CLAIM AUTHORIZATION FORM**

**THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE CONSOLIDATED CLAIM DOCUMENTATION BY EACH CONSENTING CLAIMANT**

The undersigned claimholder in connection with the bankruptcy estates of *In Re Purdue Pharma, L.P., et al.*, Case No. 19-23649 (RDD) (Bankr. S.D.N.Y.) (the “**Consenting Claimant**”) hereby elects to schedule and file any and all claims held against the **Purdue Debtors**<sup>4</sup> as part of a consolidated claim (the “**Consolidated Claim**”), as allowed pursuant to that order establishing **5:00 p.m. (Prevailing Eastern Time) on July 30, 2020** as the last date for each person or entity, including cities, counties, municipalities, other local governments and Native American Tribes, to file a Proof of Claim against any of the Purdue Debtors (the “**Bar Date Order**” at Docket No. 800)<sup>5</sup>.

For the avoidance of doubt, the Consenting Claimant<sup>6</sup> understands and acknowledges that the Consolidated Claim, including but not limited to the Collective Theories, the Claim Amount, and all applicable information in the Consolidated Claim Summary Information Sheet, will be treated as the Consenting Claimant’s own Proof of Claim filed against each of the Purdue Debtors, and the Consenting Claimant agrees to be so bound for all Proof of Claim purposes subject to the following. In the event that the Consenting Claimant has already filed or will file a separate and individual Proof of Claim against each or any of the Purdue Debtors, such separately filed Proof of Claim shall override the Consolidated Claim, so long as it otherwise complies with the Bar Date Order. The Consenting Claimant further acknowledges and agrees that the Ad Hoc Committee’s only purpose is to facilitate the process by which Government Entities can participate in a Consolidated Claim and the Ad Hoc Committee: (1) takes no position concerning any Government Entity’s individual claim(s) against Purdue and (2) is not adopting the Consolidated Claim as a claim on behalf of the Ad Hoc Committee. The Consenting Claimant hereby authorizes the Ad Hoc Committee, through any one or more of the following (the “**Authorized Representative**”) to submit the Consolidated Claim: Kramer Levin Naftalis & Frankel LLP, Otterbourg P.C., Brown Rudnick LLP, Gilbert LLP.

Authorized Representative’s Name: Ad Hoc Group of Consenting Claimants, c/o Kramer Levin Naftalis & Frankel LLP, Otterbourg P.C., Brown Rudnick LLP, Gilbert LLP

Please provide the following information (each piece of information is necessary and must be included in the Consolidated Claim):

- 1. Name, Address, and Contact Information (city, county, other municipality, or tribe):

\_\_\_\_\_  
Name of Consenting Claimant (city, county or municipality, or tribe)

\_\_\_\_\_  
Number Street

\_\_\_\_\_  
City State Zip Code

<sup>4</sup>Purdue Pharma, L.P., Purdue Pharma Inc., Purdue Transdermal Technologies L.P., Purdue Pharma Manufacturing L.P., Purdue Pharmaceuticals L.P., Imbrium Therapeutics L.P., Adlon Therapeutics L.P., Greenfield Bio Ventures L.P. Seven Seas Hill Corp., Ophir Green Corp., Purdue Pharma of Puerto Rico, Avrio Health L.P., Purdue Pharmaceutical Products L.P., Purdue Neuroscience Company, Nayatt Cove Lifescience Inc., Button Land L.P., Rhodes Associates L.P., Paul Land Inc., Quidnick Land L.P., Rhodes Pharmaceuticals L.P., Rhodes Technologies, UDF LP, SVC Pharma L.P., and SVC Pharma Inc. (collectively, the “**Purdue Debtors**,” “**Debtors**” or “**Purdue**”).

<sup>5</sup>On June 3, 2020, the Bankruptcy Court extended the original Bar Date from June 30, 2020 to July 30, 2020.

<sup>6</sup>Terms not otherwise defined herein shall have the meaning set forth in the June 17, 2020 Letter originally enclosed with this Consolidated Claim Authorization Form. Please also note that executing this Consent Form constitutes agreement to the limitations of liability and waivers contained in the June 17, 2020 Letter originally enclosed with this Consolidated Claim Authorization Form. Please contact Uriel Pinelo (upinelo@brownrudnick.com) for a copy of such letter.



2. Attorney Information, if any:



\*4539001663072\*

\_\_\_\_\_  
Name of Attorney & email address

\_\_\_\_\_  
Number Street

\_\_\_\_\_  
City State Zip Code

3. Claim Amount. Please check one of the following three boxes and input your Claim Amount, if applicable:

**Option 1**  Please include the Claim Amount derived from the Municipality Claim Model, if available.  
(Please note that this option is not available to Native American Tribes)

**Option 2**  Please include the following Claim Amount: “not less than \$ \_\_\_\_\_”

**Option 3**  Please indicate that my claim is “unliquidated.”

4. Additional Theories. In addition to the Collective Theories, the claimant holds the following separate claims and causes of action against Purdue:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date:

\_\_\_\_\_  
Name and Title of Person Authorized to Complete and Sign This Form

\_\_\_\_\_  
Phone Number Email

\_\_\_\_\_  
Consenting Claimant’s Signature





NPO Litigation  
P.O. Box 6727  
Portland, OR 97228-6727



\*4539001757833\*  
000 0009220 00000000 0001 0007 01318 INS: 0 0  
VILLAGE OF CALEDONIA  
TONI MUISE  
5043 CHESTER LN  
RACINE WI 53402-2414

This Page Intentionally Left Blank





Co-Lead Counsel and Plaintiffs' Executive Committee,  
*In re: National Prescription Opiate Litigation*, MDL 2804  
purdue@pecmdl2804.com



\*4539001757833\*

June 18, 2020

To: All Counties, Cities, Municipalities, Other Local Governments, and Tribes in the United States

**Re: Filing a Proof of Claim in the Purdue Bankruptcy**

To whom it may concern:

We are co-lead counsel and members of the Plaintiffs' Executive Committee (PEC) in *In re: National Prescription Opiate Litigation*, Case No. 17-md-2804, multidistrict litigation (MDL) against opioid manufacturers, distributors, and retailers before Judge Dan A. Polster in the District Court for the Northern District of Ohio. Co-lead counsel and the PEC were appointed by Judge Polster to coordinate and conduct the litigation on behalf of all plaintiffs in suits transferred to the MDL.

We write to emphasize the importance of filing an individual Proof of Claim in *In Re Purdue Pharma, L.P., et al.*, Case No. 19-23649 (RDD) (Bankr. S.D.N.Y.) ("Purdue Bankruptcy Cases"), for any county, city, municipality, other local government, or Native American Tribe ("Government Entity") that believes it has a claim against Purdue Pharma, L.P. or its affiliated debtors (collectively, "Purdue"). **Filing an individual Proof of Claim is the best way to ensure that you will have a right to vote on any Chapter 11 plan(s) of reorganization put forth in the Purdue Bankruptcy Cases and to receive benefit of any funds generated by the Bankruptcy confirmation plan.** The Bankruptcy Court has indicated a very strong preference for the creation of prospective abatement programs versus cash distributions of what in the big scheme will not be a large dollar amount. You need not have filed litigation against Purdue or have retained counsel in order to have a claim against Purdue and file a Proof of Claim in the Purdue Bankruptcy Cases.

**The deadline to file a Proof of Claim is July 30, 2020 at 5:00 p.m. Eastern Time.** You can file an individual Proof of Claim online at <https://purduepharmaclaims.com/submitclaim.html>. Simply follow the directions at that web address to complete and submit a claim electronically. The web address also contains directions for downloading and submitting a hard copy Proof of Claim, if that is your preference. Choose the "Governmental Opioid Claimant Proof of Claim Form" option.

The Proof of Claim form asks for the amount of your claim against Purdue. To help you determine this amount, you can visit <https://purduelocalgovtclaims.info>, which has estimates of damages and abatement costs for most counties, cities, and other municipalities in the U.S. Follow the directions on the web page to see the estimate for your Government Entity. These estimates were developed by an economic expert at the request of the ad hoc committee of governmental and other contingent litigation claimants in the Purdue Bankruptcy Cases ("Ad Hoc Committee"). Please carefully read the Proof of Claim form and note that you, and only you, are responsible for the statements you make in your proof of claim.

Again, for a Government Entity holding claims against Purdue, submitting an *individual* Proof of Claim is vital to protecting your rights and the rights of all Government Entities asserting claims against Purdue. If you believe you have a claim against Purdue but, for whatever reason, do not wish to file an individual Proof of Claim, you should consider participating in the Consolidated Claim being facilitated by the Ad Hoc Committee. Instructions for how to participate in the Consolidated Claim, and conditions and limitations on participation, appear in the letter from Brown Rudnick LLP enclosed in this same mailing. If you file an individual Proof of Claim, you do not need to participate in the Consolidated Claim.

If you have questions about or need help completing an individual Proof of Claim, you can contact us at [purdue@pecmdl2804.com](mailto:purdue@pecmdl2804.com). We will attempt to reply within 24 hours.

Sincerely,

All Co-Lead Counsel and Members of the Plaintiffs' Executive Committee,  
*In re: National Prescription Opiate Litigation*, MDL 2804





Co-Lead Counsel:

Paul J. Hanly, Jr.  
SIMMONS HANLY CONROY LLC

Joseph F. Rice  
MOTLEY RICE LLC

Paul T. Farrell Jr.  
FARRELL Law

Plaintiffs' Executive Committee:

Don Barrett  
BARRETT LAW GROUP, P.A.

Elizabeth Cabraser  
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP

James E. Cecchi  
CARELLA, BYRNE, CECCHI, OLSTEIN,  
BRODY & AGNELLO, P.C.

Erin Dickinson  
CRUEGER DICKINSON LLC

James R. Dugan  
THE DUGAN LAW FIRM, APLC

Paul J. Geller  
ROBBINS GELLER RUDMAN & DOWD LLP

Michael J. Fuller  
HCHUGH FULLER LAW GROUP

R. Eric Kennedy  
WEISMAN KENNEDY & BERRIS Co., LPA

Mark Lanier  
LANIER LAW FIRM

Peter J. Mougey  
LEVIN PAPANTONIO, THOMAS, MITCHELL,  
RAFFERTY & PROCTOR, PA

Ellen Relkin  
WEITZ & LUXENBERG, P.C.

Lynn Sarko  
KELLER ROHRBACK

Hunter J. Shkolnik  
NAPOLI SHKOLNIK PLLC

Christopher A. Seeger  
SEEGER WEISS LLP

Roland Tellis  
BARON & BUDD, P.C.

James D. Young  
MORGAN & MORGAN

Co-Liaison Counsel:

Peter Weinberger  
SPANGENBERG SHIBLEY  
& LIBER, LLP

Steve Skikos  
SKIKOS, CRAWFORD,  
SKIKOS AND JOSEPH

Troy Rafferty  
LEVIN PAPANTONIO, THOMAS,  
MITCHELL, RAFFERTY & PROCTOR, PA





DAVID J. MOLTON  
direct dial: 212.209.4822  
fax: 212.938.2822  
dmolton@brownrudnick.com

June 17, 2020

TO ALL COUNSEL FOR ANY CITY, TRIBE,  
COUNTY, OR OTHER MUNICIPALITY  
HOLDING CLAIMS IN CONNECTION WITH  
*In Re Purdue Pharma, L.P., et al.*, Case No. 19-23649  
(RDD) (Bankr. S.D.N.Y.)

**RE: Consolidated Claim for Consenting Cities and Counties in Connection with *In Re Purdue Pharma, L.P., et al.*, Case No. 19-23649 (RDD) (Bankr. S.D.N.Y.)**

**THIS IS NOT A SOLICITATION TO VOTE ON ANY BANKRUPTCY PLAN**

To whom it may concern:

As you may be aware, Brown Rudnick LLP (“**Brown Rudnick**”) has been retained as co-counsel by the ad hoc committee of governmental and other contingent litigation claimants (collectively, the “**Ad Hoc Committee**”) formed in connection with the bankruptcy cases of *In Re Purdue Pharma, L.P., et al.*, Case No. 19-23649 (RDD) (Bankr. S.D.N.Y.) (the “**Purdue Bankruptcy Cases**” and “**Bankruptcy Court**”).<sup>1</sup> The deadline for filing proofs of claim in the Purdue Bankruptcy Cases for any person or entity, including cities, counties, municipalities, other local governments and Native American Tribes (a “**Government Entity**” or “**Government Entities**”), has been extended to **July 30, 2020 at 5:00 p.m.** (Prevailing Eastern Time) (the “**Bar Date**”).

We and the Ad Hoc Committee are not any individual Government Entity’s attorneys with respect to any claims a Government Entity has against Purdue Pharma, L.P. or its affiliated debtors (collectively, “**Purdue**”), and no recipient of this letter is a client of ours with respect to Purdue. Nothing contained herein is intended to be legal advice and only a Government Entity itself can determine whether it has a claim against Purdue. All Government Entities in receipt of this letter should consult with their attorney(s) in respect of this letter, the Purdue Bankruptcy Cases, and their claims against Purdue.

The Bankruptcy Court’s order entered on February 3, 2020 (the “**Bar Date Order**”)<sup>2</sup> provides that all holders of claims that fail to timely file a proof of claim in appropriate form shall “(i) be forever barred, estopped, and enjoined from asserting such claims against the Debtors, their property, or their estates (or submitting a proof of claim with respect thereto) and (ii) not treated as a creditor with respect to such claim for the purposes of *voting and distribution* with respect to any chapter 11 plan or plans of reorganization that may be filed in these cases.” Id. at ¶ 17 (emphasis added).

We encourage all Government Entities who hold claims against Purdue to file a proof of claim before the Bar Date, and the most effective and protective way to do so is to file an *individual* Proof of Claim. A Government Entity can file a Proof of Claim even if it has not filed a lawsuit against Purdue or retained counsel. Government Entities can access and file individual Proofs of Claim at <https://purduepharmaclaims.com/submitclaim.html>.

<sup>1</sup>The Ad Hoc Committee is composed of: (1) Broward County, Fl.; (2) City of Chicago, Ill.; (3) Huntington/Cabell County; (4) King County, WA.; (5) Muscogee (Creek) Nation; (6) the Court appointed Co-Lead Counsel on behalf of the Court appointed Plaintiffs’ Executive Committee in *In re National Prescription Opiate Litigation*, Case No. 17-md-02804, MDL No. 2804 (the “PEC”); (7) the City of Philadelphia, Pa.; (8) Santa Clara County, Ca.; (9) State of Florida; (10) State of Georgia; (11) State of Louisiana; (12) State of Michigan; (13) State of Mississippi; (14) State of New Mexico; (15) State of Ohio; (16) State of Tennessee; (17) State of Texas; and (18) State of Utah.

<sup>2</sup>See Bar Date Order, *In re Purdue Pharma L.P., et al.*, Case No. 19-23649 (RDD) (Bankr. S.D.N.Y. 2019) [Docket No. 800]. The Bar Date Order and all other documents filed in the Bankruptcy Cases are available at <https://restructuring.primeclerk.com/purduepharma/>.





Nonetheless, for administrative ease, the Bar Date Order specifically authorizes the Ad Hoc Committee to act as a facilitator and file a Consolidated Claim on behalf of Government Entities that hold claims against Purdue, in lieu of those Government Entities filing individual Proofs of Claim. For the avoidance of doubt, the Ad Hoc Committee's only purpose is to facilitate the process by which Government Entities can participate in a Consolidated Claim.<sup>3</sup> The Ad Hoc Committee takes no position concerning any Government Entity's individual claim(s) against Purdue and is not adopting the Consolidated Claim as a claim on behalf of the Ad Hoc Committee. The Consolidated Claim will allow any Governmental Entity that does not wish to complete an individual Proof of Claim to submit a proof of claim through a streamlined process. A Government Entity that submits an individual Proof of Claim does not need to participate in the Consolidated Claim. The rest of this letter concerns this option to participate in a Consolidated Claim.

The Consolidated Claim will: (i) set forth a summary, prepared by the Ad Hoc Committee, of the collective claims and theories of recovery shared by all participants of the Consolidated Claim (*i.e.*, shared by all counties, cities, municipalities, and tribes) (the "**Collective Theories**," attached hereto as **Exhibit A**); and (ii) include a schedule listing the participants and for each participant: (a) its contact address, (b) email address, (c) attorney information, if any, (d) any claims or causes of action that participant believes it has against Purdue that is not encapsulated by the Collective Theories, and (e) the amount of monetary relief and remedies sought, including but not limited to damages and abatement costs (the "**Claim Amount**"). The schedule will be in substantially the same form as the Consolidated Claim Summary Information Sheet, attached hereto as **Exhibit C**.

Any Government Entity that wishes to be included in a Consolidated Claim must provide the information described above *and* provide its written consent and authorization to the Ad Hoc Committee and its co-counsel by completing, signing, and returning the Consolidated Claim Authorization Form (the "**Consent Form**"), attached hereto as **Exhibit B**. By joining the Consolidated Claim, a Government Entity will be bound by the Collective Theories as well as the Claim Amount asserted therein. However, each participating Government Entity has the right to amend its claim(s) included in the Consolidated Claim by the Bar Date. Any amendment sought to a claim(s) included in the Consolidated Claim after the Bar Date would require approval of the Bankruptcy Court. This letter is not intended to provide legal advice on your ability to amend your claim(s).

Government Entities that consent to and authorize their participation in the Consolidated Claim must choose one of three options for how to describe the monetary relief sought for their claims. Each participating Government Entity must select its desired option on the Consent Form:

**(Option 1)** The Ad Hoc Committee has worked with Ted Miller, an internationally recognized safety economist with Pacific Institute for Research and Evaluation (PIRE), who has developed a model that estimates monetary relief, including damages and abatement costs, which cities, counties, and municipalities across the United States (the "**Municipality Claim Model**") may assert against the Debtors. The Government Entity may elect to use an amount derived for that entity using the Municipality Claim Model, if such an amount is available. The amount calculated for each Government Entity using the Municipality Claim Model can be viewed online at <https://purduelocalgovtclaims.info>. Please note that the Municipality Claim Model does not provide a cost estimate for Native American Tribes. Native American Tribes are directed to select from Option 2 and Option 3 when completing a Consent Form. When reviewing the Municipality Claim Model and the website that contains the Model, please carefully review the notes, disclaimers and explanatory language contained therein.

**(Option 2)** The Government Entity may calculate and set forth its own dollar value for its Claim Amount.

**(Option 3)** The Government Entity may elect to have its Claim Amount described as "unliquidated."

Regardless of which of the three options a participating Government Entity selects, the Consolidated Claim filed by the Ad Hoc Committee will state that Claim Amounts included therein are "not less than" the amount indicated in the schedule and that the scheduled amounts are estimates.

In order for you or your client's claim to be included as part of the Consolidated Claim to be filed by the Ad Hoc Committee, the Consent Form (*i.e.*, Exhibit B) must be fully completed, signed, and returned to us no later than July 15, 2020 via email at [upinelo@brownrudnick.com](mailto:upinelo@brownrudnick.com) and [dlimongello@brownrudnick.com](mailto:dlimongello@brownrudnick.com). We will provide email confirmation of receipt of your completed Consent Form. If you do not receive an email confirmation of our receipt by July 17, 2020 please follow-up by email or phone call. Additionally, none of Brown Rudnick LLP, its agents and employees, nor any member of the Ad Hoc Committee or their counsel, shall have any liability to you or your client, as applicable in respect of the Consolidated Proof of Claim, the Bankruptcy Cases, your or your Client's Claim(s), or the submission of or failure to submit the Consolidated Claim. Return of the Consent Form shall constitute you and/or your client's acknowledgement of no liability and waiver of any liability related to the foregoing.

<sup>3</sup>See Bar Date Order at 6-7, ¶¶ 7, 8. There is no fee for filing an individual proof of claim or for participating in this Consolidated Claim.



\*4539001757833\*

If any entity or counsel has questions or needs assistance in completing the Consent Form for the Consolidated Claim process, they may contact Uriel Pinelo ([upinelo@brownrudnick.com](mailto:upinelo@brownrudnick.com), 212.209.4853) and Dale Limongello ([dlimongello@brownrudnick.com](mailto:dlimongello@brownrudnick.com), 212.209.4874).

Sincerely,  
**BROWN RUDNICK LLP**

*/s/ David J. Molton*

David J. Molton

000 0009223 00000000 0004 0007 01318 INS: 0 0







\*4539001757833\*

## EXHIBIT A

### Collective Theories

The Government Entities' claims arise from Purdue's tortious, deceptive, unreasonable, or otherwise unlawful conduct with respect to the marketing, promotion, sale, and/or distribution of prescription opioid products, including all forms and versions of Purdue's morphine, oxycodone, hydrocodone, and buprenorphine products distributed in the U.S.

Such conduct includes, without limitation, Purdue's creation, use, and/or participation in a sophisticated and highly deceptive and unfair marketing, "education," promotion and lobbying campaign that dates back to the late 1990s. This campaign set out to, and did, reverse and alter understandings of the risks, benefits, and appropriate use of prescription opioids. Purdue sought to and did expand the use of prescription opioids by (at least) downplaying their risks and overstating their benefits, particularly for the treatment of chronic, non-cancer pain. Purdue sought to and did do this overtly (through its sales force and Purdue "educational" efforts), as well as covertly through the creation, use, funding, and coopting of organizations, front groups, "key opinion leaders," studies, and literature.

In addition to the foregoing, Purdue also violated its legal and statutory duties (including under the federal Controlled Substances Act) to monitor for, prevent, and minimize diversion of its prescription opioid products, including failing to sufficiently monitor for and prevent the fulfillment and delivery of suspicious orders placed by distributors of Purdue's opioid products and by the downstream customers of those distributors and/or by dispensers of Purdue's opioid products.

Purdue acted on its own, as well as jointly with others, including with other manufacturers, distributors, and dispensers of prescription opioids with respect to the conduct at issue.

Purdue's conduct caused and continues to cause and threaten, without limitation, far-reaching consequences in the communities represented by the Government Entities, including without limitation: (1) the prescribing, purchase, distribution, dispensing, and use of vastly inflated quantities of prescription opioids, (2) the abuse, misuse, and imprudent and unnecessary use of prescription opioids, (3) opioid addiction and opioid use disorder ("OUD") and the need for treatment for the same, (4) hospitalizations, injuries, and deaths caused by opioids, (5) crime, prosecutions, and jailing associated with opioids abuse, misuse, and unlawful sales, (6) the need to monitor for and treat neonatal abstinence syndrome, (7) the need to purchase, train on, and deploy anti-overdose medications among first-responders and others, (8) the need to provide addiction and mental health services to those suffering from addiction/OUD and their families and loved ones, (9) the loss of income and property tax revenues flowing from the foregoing impacts, and (10) the diversion and/or increased use of myriad governmental health, safety, education, justice, and social services to respond to the impact of opioids.

The Government Entities assert all available legal, equitable, and statutory claims against Purdue arising from the foregoing conduct, including without limitation, claims for public and/or private nuisance, unfair and deceptive practices, fraud, negligence, unjust enrichment, false claims and breach of contract, insurance fraud, conspiracy, violation of federal and state RICO laws, and violation of federal and state laws governing the sale, distribution, and anti-diversion requirements for narcotics.

The Government Entities seek all available legal, equitable, and statutory remedies against Purdue, monetary and non-monetary, for any and all past or present conduct and for past, present, or future injury or threat of injury arising or flowing from the foregoing conduct, including injunctive relief, compensatory, consequential, and punitive damages, the costs of abatement, disgorgement, reimbursement for government expenditures, any and all fines and penalties permitted under applicable state or federal law, and reasonable legal fees, costs, and expenses, pre-judgment interest, post-judgment interest, and such other relief as is just and equitable.

For the avoidance of doubt, the Government Entities incorporate by reference as if set forth fully here all of the factual allegations, claims, and prayers for relief set forth in their most current federal and/or state court complaints naming Purdue.





\*4539001757833\*

**EXHIBIT B**

**In Re Purdue Pharma, L.P., et al.**

**CONSOLIDATED CLAIM AUTHORIZATION FORM**

**THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE CONSOLIDATED CLAIM DOCUMENTATION BY EACH CONSENTING CLAIMANT**

The undersigned claimholder in connection with the bankruptcy estates of *In Re Purdue Pharma, L.P., et al.*, Case No. 19-23649 (RDD) (Bankr. S.D.N.Y.) (the “**Consenting Claimant**”) hereby elects to schedule and file any and all claims held against the **Purdue Debtors**<sup>4</sup> as part of a consolidated claim (the “**Consolidated Claim**”), as allowed pursuant to that order establishing **5:00 p.m. (Prevailing Eastern Time) on July 30, 2020** as the last date for each person or entity, including cities, counties, municipalities, other local governments and Native American Tribes, to file a Proof of Claim against any of the Purdue Debtors (the “**Bar Date Order**” at Docket No. 800)<sup>5</sup>.

For the avoidance of doubt, the Consenting Claimant<sup>6</sup> understands and acknowledges that the Consolidated Claim, including but not limited to the Collective Theories, the Claim Amount, and all applicable information in the Consolidated Claim Summary Information Sheet, will be treated as the Consenting Claimant’s own Proof of Claim filed against each of the Purdue Debtors, and the Consenting Claimant agrees to be so bound for all Proof of Claim purposes subject to the following. In the event that the Consenting Claimant has already filed or will file a separate and individual Proof of Claim against each or any of the Purdue Debtors, such separately filed Proof of Claim shall override the Consolidated Claim, so long as it otherwise complies with the Bar Date Order. The Consenting Claimant further acknowledges and agrees that the Ad Hoc Committee’s only purpose is to facilitate the process by which Government Entities can participate in a Consolidated Claim and the Ad Hoc Committee: (1) takes no position concerning any Government Entity’s individual claim(s) against Purdue and (2) is not adopting the Consolidated Claim as a claim on behalf of the Ad Hoc Committee. The Consenting Claimant hereby authorizes the Ad Hoc Committee, through any one or more of the following (the “**Authorized Representative**”) to submit the Consolidated Claim: Kramer Levin Naftalis & Frankel LLP, Otterbourg P.C., Brown Rudnick LLP, Gilbert LLP.

Authorized Representative’s Name: Ad Hoc Group of Consenting Claimants, c/o Kramer Levin Naftalis & Frankel LLP, Otterbourg P.C., Brown Rudnick LLP, Gilbert LLP

Please provide the following information (each piece of information is necessary and must be included in the Consolidated Claim):

I. Name, Address, and Contact Information (city, county, other municipality, or tribe):

\_\_\_\_\_  
Name of Consenting Claimant (city, county or municipality, or tribe)

\_\_\_\_\_  
Number Street

\_\_\_\_\_  
City State Zip Code

<sup>4</sup>Purdue Pharma, L.P., Purdue Pharma Inc., Purdue Transdermal Technologies L.P., Purdue Pharma Manufacturing L.P., Purdue Pharmaceuticals L.P., Imbrium Therapeutics L.P., Adlon Therapeutics L.P., Greenfield Bio Ventures L.P. Seven Seas Hill Corp., Ophir Green Corp., Purdue Pharma of Puerto Rico, Avrio Health L.P., Purdue Pharmaceutical Products L.P., Purdue Neuroscience Company, Nayatt Cove Lifescience Inc., Button Land L.P., Rhodes Associates L.P., Paul Land Inc., Quidnick Land L.P., Rhodes Pharmaceuticals L.P., Rhodes Technologies, UDF LP, SVC Pharma L.P., and SVC Pharma Inc. (collectively, the “**Purdue Debtors**,” “**Debtors**” or “**Purdue**”).

<sup>5</sup>On June 3, 2020, the Bankruptcy Court extended the original Bar Date from June 30, 2020 to July 30, 2020.

<sup>6</sup>Terms not otherwise defined herein shall have the meaning set forth in the June 17, 2020 Letter originally enclosed with this Consolidated Claim Authorization Form. Please also note that executing this Consent Form constitutes agreement to the limitations of liability and waivers contained in the June 17, 2020 Letter originally enclosed with this Consolidated Claim Authorization Form. Please contact Uriel Pinelo (upinelo@brownrudnick.com) for a copy of such letter.



2. Attorney Information, if any:



\*4539001757833\*

\_\_\_\_\_  
Name of Attorney & email address

\_\_\_\_\_  
Number Street

\_\_\_\_\_  
City State Zip Code

3. Claim Amount. Please check one of the following three boxes and input your Claim Amount, if applicable:

**Option 1**  Please include the Claim Amount derived from the Municipality Claim Model, if available.  
(Please note that this option is not available to Native American Tribes)

**Option 2**  Please include the following Claim Amount: “not less than \$ \_\_\_\_\_”

**Option 3**  Please indicate that my claim is “unliquidated.”

4. Additional Theories. In addition to the Collective Theories, the claimant holds the following separate claims and causes of action against Purdue:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date:

\_\_\_\_\_  
Name and Title of Person Authorized to Complete and Sign This Form

\_\_\_\_\_  
Phone Number Email

\_\_\_\_\_  
Consenting Claimant’s Signature

