

December 20, 2021

TO THE CITY COUNCIL MEMBERS:

There will be an **EMERGENCY SPECIAL MEETING** of the City Council's **Miscellaneous Matters Committee** to be held on **Monday evening, December 20, 2021 at 6:00 p.m.** This meeting will be conducted by **Zoom/Teleconference**. The public may listen into this meeting by calling the following conference line and then entering the conference code:

Dial In Number: (929) 436-2866
Meeting ID: 930 3982 4255

If you are unable to dial in please contact the Committee Co-chairs, Councilwoman A. Vizzo-Paniccia at (203) 275-6412 or Councilman Tyler Mack at (475) 422-3487.

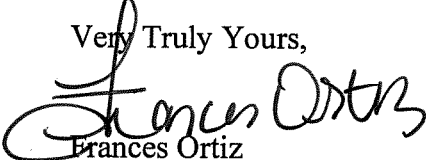
If you have submitted an item that appears on the agenda below and are receiving this notice, it is imperative that you or a representative dial in to the meeting to represent that item.

AGENDA

POSSIBLE EXECUTIVE SESSION

- 12-21** Proposed Litigation Settlements (with Modified Conditional Participation Agreements) concerning Certain Litigation Comprised of Various Consolidated Class-Action Opioid Lawsuits Pending in the State of Connecticut. *(Note: Item #12-21 can be found on the City Clerk's Website: City Council Agendas/Minutes; City Council; 2021-2022; Full/Minutes/Size: 2021-12-06.pdf)*

Very Truly Yours,


Frances Ortiz
Assistant City Clerk

FO: aw

Ec: Mayor Joseph P. Ganim
J. Hawkins, CAO
J. Gomes, Assistant CAO
D. Shamas, Chief of Staff
M. Anastasi, Esquire
T. Gaudett, Office of the Mayor
R. Christopher Meyer, City Attorney
L. Wihbey, Associate City Attorney
K. Flatto, Director, Finance Department
Nestor Nkwo, Director, OPM
E. Adams, Dir., Government Accountability & Integrity

Mark T. Anastasi, Esq.
25 Sullivan Place
Bridgeport, CT 06610

Office Contacts
(203) 371-0383
martulana@aol.com

City of Bridgeport Contacts
(203) 673-7218
mark.anastasi@bridgeportct.gov

REVISED

December 1, 2021

The Honorable City Council
of the City of Bridgeport
City Hall
45 Lyon Terrace
Bridgeport, CT 06604

Re: Proposed Litigation Settlements (with Modified Conditional Participation Agreements) concerning Certain Litigation comprised of various consolidated Class-Action Opioid Lawsuits pending in the State of Connecticut

Dear Honorable City Council Members:

On behalf of the Office of the City Attorney I hereby respectfully submit the above-referenced matter **FOR REFERRAL TO THE MISCELLANEOUS MATTERS COMMITTEE** at the City Council's December 20, 2021 Regular monthly meeting.

A requisite Executive Summary will be submitted by separate transmittal.

Thank you for your assistance in this matter.

Very truly yours,
/s/ Mark T. Anastasi
Mark T. Anastasi, Esq.

Cc: Joseph P. Ganim, Mayor
Lydia Martinez, City Clerk
Frances Ortiz, Asst. City Clerk
Janene Hawkins, CAO
Daniel Shamas, Chief of Staff
R. Christopher Meyer, City Attorney
Linda Wihbey, Assoc. City Atty.
Kenneth Flatto, Finance Dir.
Nestor Nkwo, OPM Dir.
Thomas Gaudett, Mayor's Office

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25 Sullivan Place
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martulana@aol.com

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(203) 673-7218
mark.anastasi@bridgeportct.gov

December 1, 2021

The Honorable City Council
of the City of Bridgeport
City Hall
45 Lyon Terrace
Bridgeport, CT 06604

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Re: Proposed Litigation Settlements (with Modified Conditional Participation Agreements) concerning Certain Litigation comprised of various consolidated Class-Action Opioid Lawsuits pending in the State of Connecticut

Dear Honorable City Council Members:

As you are aware of from my correspondence of this same date, the Office of the City Attorney has respectfully submitted the above-referenced matter **FOR REFERRAL TO THE MISCELLANEOUS MATTERS COMMITTEE** at the City Council's December 20, 2021 Regular monthly meeting.

While Immediate Consideration is neither required nor requested, this item is time sensitive matter.

BELOW is the submission data required pursuant to City Council Rule XIII, Section 15:

a. Submission Title

Proposed Litigation Settlements (with Modified Conditional Participation Agreements) concerning Certain Litigation comprised of various consolidated Class-Action Opioid Lawsuits pending in the State of Connecticut

b. Submitting Entity

Office of the City Attorney

c. Contact Persons

Mark T. Anastasi, Esq. [submitting agent]
Cellphone and text messages: (203) 673-7218
Email: Mark.Anastasi@bridgeportct.gov

and

Linda Wihbey, Assoc. City Attorney [lead in-house counsel]
Office phone: (203) 576-7647
Email: Linda.Wihbey@bridgeportct.gov

Due to the obvious substantial public interest in, newsworthiness of, and intra-governmental nature of, this matter; the City Attorney personally has worked substantially on this project and will also make himself available regarding inquiries from Bridgeport City Council Members and the Miscellaneous Matters Committee.

R. Christopher Meyer, City Attorney
Office phone: (203) 576-7647
Email: RChristopher.Meyer@bridgeportct.gov

d. Approval Deadline

The December 20, 2021 City Council meeting is the Deadline for legislative body action, in order to comply with established Court deadlines for proceeding with the settlement process.

Plaintiff municipalities initially were requested to return their signed Modified Conditional Participation Agreements no later than Friday, December 3, 2021. Due to the nature of the negotiations that will need to take place before the January 2, 2022 Court imposed filing deadline, outside class action legal counsel will need to know no later than the week of December 20th if Bridgeport intends to sign onto the settlement. Since a Council vote will need to be transmitted to the Mayor for his signature – a final full City Council vote will be necessary at the December 20, 2021 Council meeting.

The next regular monthly Miscellaneous Matters Committee meeting is not scheduled for until Monday, December 27th. Therefore, the Miscellaneous Matters Committee will be respectfully requested to schedule a Special committee meeting between December 7th and December 16th to hear this matter in Executive Session. This would enable the full Council to vote on the item on December 20th.

e. Matter Summary

At the current stage of the settlement process the City Council is only being requested to authorize and empower the City Attorney acting in his own capacity and/or through in-house staff and/or outside legal counsel (law firm of Drubner Hartley Mengacci & Hellman of Middlebury CT) to execute a modified conditional participation agreement for the proposed class

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action settlement. This will enable the City of Bridgeport to be an active participant with a *seat at the table* in the settlement proceeds distribution discussions.

The present status of local municipal opioid cases dismissed at the trial court level is that they are currently on appeal before the CT Supreme Court, with appeals stayed pending the national settlement negotiations. The status of the municipal cases within our state has had no effect on CT's participation in the settlement nor has it impacted the amount of settlement funds CT is expected to receive. CT was treated the same as every other litigating governmental entity during the state-by-state allocation negotiations.

As regards one of the pending lawsuits [*City of Bridgeport et. al. v. Purdue Pharma et. al.*] this matter is in Bankruptcy. The Purdue Bankruptcy Plan was confirmed, however, multiple states (including CT) as well as the DOJ have appealed the bankruptcy court's decision to approve the Plan. That appeal is ongoing and is currently in its early stages. Therefore, the proposed Modified Conditional Participation Agreements are solely for the Distributor and Janssen settlements, neither of which include money from the Purdue bankruptcy settlement. The Purdue bankruptcy, and any settlement funds that CT receives therefrom post appeal, is separate from the current proposed settlement.

It is our understanding that the distribution amongst CT municipalities of funds from the currently proposed settlements likely will be based upon a number of different criteria, with population one such factor.

This authorization for the City Attorney on behalf of the City of Bridgeport to enter into the proposed Modified Conditional Participation Agreements will enable the City to be a full participant in negotiations with the State of Connecticut and amongst the municipal plaintiffs to determine the allocation and distribution methodology for yet-to-be-determined settlement funds.

Ultimately Bridgeport's options will be no different than that of litigating subdivisions in other states—essentially, participate in the settlement and release all claims against the settling defendants or decide not to participate and proceed with litigation but likely as a stand-alone plaintiff. A future City Council vote of approval will be necessary (and will be sought at the appropriate time) to authorize the City's participation in the distribution of settlement proceeds - once the specific monetary settlement amount is determined and the settlement funds distribution methodology is negotiated to agreement, or otherwise established by the Court.

f. City Council Action Requested

Authorization and approval for the City Attorney acting in his own capacity and/or through in-house staff and/or outside legal counsel (law firm of Drubner Hartley Mengacci & Hellman of Middlebury CT) to execute modified conditional participation agreements on behalf of the City of Bridgeport for the proposed settlement.

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g. Financial Impact Analysis

This proposed conditional settlement participation agreement will not require the expenditure of City funds, nor have any other negative financial impact upon the City of Bridgeport.

Rather, the proposed settlement is ultimately anticipated to have a quite substantial positive financial impact on the City in amounts and in accordance with allocation and distribution terms between the participating CT municipalities and the State and amongst the participating municipalities - yet to be determined. The specific parameters of the potential financial and social services benefits to the City of Bridgeport from this proposed settlement will be discussed in Executive Session with the Miscellaneous Mattes Committee.

h. Funding Budget-Line

Not Applicable.

i. Proposed Motion

“NOW THEREFORE BE IT RESOLVED that:

1. The City Attorney and/or his designee(s) is/are hereby authorized and empowered to execute modified conditional settlement participation agreements materially as discussed in Executive Session with the Miscellaneous Matters Committee, and in final form satisfactory to the City Attorney; and
2. The City Attorney and/or his designee(s) is/are further authorized and empowered to negotiate and to take such other reasonably necessary actions in furtherance of this matter, as he/she may deem to be in the best interests of the City of Bridgeport in order to be in a position to present to the City Council for its approval a potential final proposed settlement of this pending litigation and agreement to the financial terms for compensatory monetary payments to the City.

Thank you for your assistance in this matter.

Very truly yours,
/s/ Mark T. Anastasi
Mark T. Anastasi, Esq.

Cc: Joseph P. Ganim, Mayor
Lydia Martinez, City Clerk
Frances Ortiz, Asst. City Clerk
Janene Hawkins, CAO

Daniel Shamas, Chief of Staff
R. Christopher Meyer, City Attorney
Linda Wihbey, Assoc. City Atty.
Kenneth Flatto, Finance Dir.
Nestor Nkwo, OPM Dir.
Thomas Gaudett, Mayor's Office

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Settlement Participation Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Distributor Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement.
7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.

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8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including but not limited to all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.

10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

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

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I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

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Settlement Participation Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.

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8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

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

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I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

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