

IN THE UNITED STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF WEST VIRGINIA

MARSHALL COUNTY BOARD OF
EDUCATION and WETZEL COUNTY
BOARD OF EDUCATION, individually
and on behalf of a similarly situated class,

Plaintiffs,

v.

David Sackler, Ilene Sackler, Kathe Sackler,
Mortimer D.A. Sackler, Richard Sackler,
the estate of Beverly Sackler by and
through its executors David Sackler and
Richard Sackler, the estate of Jonathan
Sackler by and through its executor Garrett
Lynam, and the estate of Raymond Sackler
by and through its executor Richard
Sackler,

Defendants.

No. 5:25-CV-228 (JPB)

**Order Granting Preliminary Approval of Class Action
Settlement and Notice to the Class Under Fed. R. Civ. Proc. 23(e)**

Before the Court is Plaintiffs' Unopposed Motion for Preliminary Approval of
Class Action Settlement (Motion).

This Preliminary Approval order incorporates the proposed Settlement
Agreement, attached as Exhibit 1 to the Motion. The defined terms in the Settlement
Agreement are adopted in this Order and shall have the same meaning ascribed to them
in the Settlement Agreement.

The Court has considered the parties' submissions in support of this Motion and
all other filings in this case, and

NOW, THEREFORE, IT IS ORDERED THAT:

I. Preliminary Approval of Class Action Settlement

1. The Court finds that the parties' proposed Settlement Agreement appears to be the product of protracted, intensive, thorough, serious, informed, and non-collusive negotiations; to be fair, reasonable, and adequate in all respects and does not grant preferential treatment to Class Representatives or segments of the Class. The Court further finds that it will likely be able to approve the Settlement under Rule 23(e)(2). Accordingly, the Court GRANTS the Motion, preliminarily approves the Settlement Agreement as fair, reasonable, and adequate in all respects, and finds that Notice of the proposed Settlement should be directed to Class Members and a Final Approval Hearing scheduled.

II. The Class, the Class Representatives, and Class Counsel

2. For purposes of the Settlement, and conditioned on Final Approval of this Settlement following the Final Approval Hearing, this Court certifies a Settlement Class, defined as follows:

Elementary, middle, and/or secondary public school districts in the United States (a) with enrollments of more than 5,000 students, (b) that have filed proofs of claim in the Bankruptcy Case, or (c) that are Litigating School Districts.

3. The Court preliminarily finds that, for purposes of the Settlement, the prerequisites for certifying a class under Fed. R. Civ. P. 23 have been satisfied in that: (a) Class Members are so numerous that joinder of all of them is impracticable; (b) there are questions of law and fact common to all Class Members, including among others whether the Defendants' conduct caused or contributed to an increase in opioid addiction and abuse, whether their conduct caused or contributed to a public nuisance,

and whether children affected by opioid use in utero disproportionately require special education services and supports in the public schools; (c) the Claims of the Class Representatives as set out in the Class Action complaint are typical of the claims of other Class Members; (d) the Class Representatives will fairly and adequately represent the Class and have retained experienced Class Counsel who have fairly and adequately represented the Class; (e) common questions of law and fact predominate over any questions affective any individual class member; and (f) a class action is superior to other available methods for fairly and efficiently adjudicating the claims here. Fed. R. Civ. Proc. 23(a), (b)(3).

4. For settlement purposes, the Court appoints the Marshall County Board of Education and the Wetzel County Board of Education as Class Representatives.

5. For settlement purposes and upon considering the factors set out in Fed. R. Civ. P. 23(g), the Court appoints Ben Bailey, John Barrett and Michael Murphy of Bailey & Glasser, LLP; Cyrus Mehri of Mehri & Skalet, LLP; Wayne Hogan of Terrell Hogan & Yegelwel, P.A.; and Neil Henrichsen of Henrichsen Law Group as Class Counsel.

II. Administering the Settlement

6. The Court appoints EisnerAmper as the Notice and Claims Administrator.

7. The Court preliminarily approves the use of the Public School Trust as a means to distribute settlement funds in the form of grants for opioid remediation to be made to Class Members selected as grant recipients by the Public School Special Trustee.

III. Notice to Class Members

8. The Court is familiar with evolving methods and standards of class notice.

Applying those standards, the Court finds that the proposed forms of Notice attached to the Settlement Agreement as Exhibits B and C – and the method of disseminating Notice, described in the Motion, the Declaration of Brandon Schwartz, and the Settlement Agreement – satisfy Rule 23(c)(2), due process, and contemporary notice standards, constituting valid, due, and sufficient notice and the best notice practicable under the circumstances.

9. The Court approves the Notice Plan and directs that Notice substantially in the form of Exhibits B and C to the Settlement Agreement shall be provided to Class Members under Rule 23(e)(1), and shall be sent to Class members in the manner set out in the proposed Settlement and the Declaration of Brandon Schwartz.

III. Objections and Opt-Outs

10. The Court approves the terms, conditions, procedures, and deadlines for objections and opt-outs set out in the Notice.

11. No later than 7 calendar days after the Opt-Out Deadline, the Notice and Claims Administrator shall submit a report to the Court, Class Counsel, Settling Defendants, and the Sackler Parties' Representative identifying all requests to be excluded from the Class and whether any such requests were deemed untimely and/or failed to provide any of the information required in Section V.G.1 of the Settlement Agreement or were otherwise inadequate, and the Opt-Out Reduction Amount, if any.

V. Schedule

12. The Court sets the following schedule for continued proceedings:

Preliminary Approval Order Entered	At the Court's convenience
Class Notice Disseminated	10 days after Preliminary Approval
Motion for Fees, Costs, Service Award	30 days after Notice
Objection Deadline	45 days after Notice
Opt-Out Deadline	75 days after Notice
Deadline for Opt-Outs to Rescind their Request for Exclusion	10 days before Final Approval Hearing
Motion for Final Approval	115 days after Notice
Final Approval Hearing	At least 140 days after Notice

V. Final Approval Hearing

13. The Final Approval Hearing will take place on June 4, 2026, at 2:00 p.m., before the Honorable John Preston Bailey at the United States District Courthouse, 1125 Chapline Street, Wheeling, West Virginia, 260003, to determine whether the proposed settlement, including the requested Attorneys' Fees and Expenses, and named plaintiff Service Awards and the timing of their payment are fair, reasonable, and adequate; whether these should be finally approved by the Court, and whether the Released

Claims should be dismissed with prejudice under the Settlement.

VI. Other Provisions

14. The dates and deadlines set forth in this Preliminary Approval Order, including, but not limited to, the date of the Final Approval Hearing, may be extended by order of the Court without further notice to Class Members, except that notice of any such extensions shall be included on the National School District Opioid Settlement website. Class Members should check that website regularly for updates and further details regarding extensions of deadlines. Exclusions and objections must meet the deadlines and follow the requirements set forth in the approved Notice in order to be valid.

15. Class Counsel and Defendants' Counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement not materially inconsistent with the Preliminary Approval Order or the Settlement, including making, without further approval of the Court, minor changes to the Settlement, the form or content of the Class Notice, or any other exhibits the Settling Parties jointly agree are reasonable or necessary.

16. The Action is hereby stayed as to the Settling Defendants pending a final decision of this Court regarding approval of the Settlement.

17. Each Class Members is enjoined from filing or prosecuting any new proceedings for Released Claims, unless and until such Class Member files a timely and valid Opt-Out Form and that Opt-Out Form becomes effective.

18. Defendants shall serve notice of the Settlement on the appropriate federal and

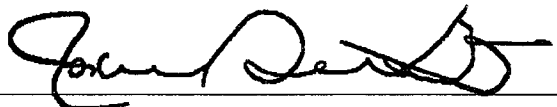
state officials no later than ten (10) calendar days after the filing of this Agreement with the Court. If the Settlement does not become final for any reason, Settling Defendants shall not recover the notice and notice administration costs, including any costs of providing notice pursuant to the Class Action Fairness Act of 2005.

19. If the Settlement Agreement is not finally approved, is voided, terminated, or fails to become effective for any reason, the Settling Parties shall be returned to the *status quo* that existed immediately prior to October 6, 2025, with all their respective claims and defenses preserved as they existed on that date, except as expressly provided in the Settlement Agreement.

20. The Court shall maintain continuing jurisdiction over these proceedings for the benefit of the Class as defined in this Order.

IT IS SO ORDERED.

DATED: 11-19-2025.



THE HONORABLE JOHN PRESTON BAILEY
UNITED STATES DISTRICT COURT JUDGE