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UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

SEP - 4 2007

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WILLIAM T. WALSH  
CLERK

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In re INSURANCE BROKERAGE )  
ANTITRUST LITIGATION )

Civil Action Nos.: 2:04-cv-5184,  
2:05-cv-1079 and 2:05-cv-5533  
(GEB) (PS)

APPLIES TO ALL ACTIONS )

MDL No. 1663

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In re EMPLOYEE BENEFIT INSURANCE )  
BROKERAGE ANTITRUST LITIGATION )

Honorable Garrett E. Brown, Jr.

APPLIES TO ALL ACTIONS )  
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JUDGMENT

1. Consistent with the terms of the Order Approving Settlement entered on August 31, 2007 (the "accompanying Order"), the settlement of this Action<sup>1</sup> on the terms set forth in the December 29, 2006 Stipulation of Settlement Between Class Plaintiffs And Arthur J. Gallagher & Co. Defendants and Exhibits A through N thereto, as well as the First, Second and Third Amendments to the Stipulation of Settlement and the exhibits thereto<sup>2</sup> (collectively, the "Settlement Agreement," the terms of which are incorporated herein and made a part of this Judgment and the accompanying Order), is approved as fair, reasonable and adequate and consistent with and in compliance with all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the Rules of this Court and any other applicable law, and is in the best interests of the Settling Parties and the Settlement Class Members.

<sup>1</sup> Unless otherwise specifically defined herein, the capitalized terms in this Judgment shall have the same meaning as attributed to them in the Settlement Agreement.

<sup>2</sup> The amendments and their accompanying exhibits were filed with the Court on February 28, 2007 (First Amendment); March 20, 2007 (Second Amendment); and May 11, 2007 (Third Amendment).

2. Pursuant to Federal Rule of Civil Procedure 23(b)(3), the Court certifies a class for settlement purposes. The Settlement Class is all individuals or entities within the "Commercial Class" or the "EB Class." The "Commercial Class" means all Persons who had a Commercial Settlement Class Policy Purchase,<sup>3</sup> *provided further* that "Commercial Class" does not include: (a) such Persons who submit valid and timely requests for exclusion from the Settlement Class in accordance with the procedures set out in Section 8.1 of the Settlement Agreement; (b) such Persons who settled an actual or threatened lawsuit or other proceeding with the Gallagher Entities, or any of them, and released Gallagher from any further claims concerning their Commercial Settlement Class Policy Purchase; (c) such Persons who have elected to receive monetary payments pursuant to the Illinois Regulatory Settlements, *provided however* that such Persons who have elected to receive monetary payments pursuant to the Illinois Regulatory Settlements shall be Settlement Class Members respecting their Settlement Class Policy Purchases that are not eligible to receive relief under the Illinois Regulatory Settlements, with respect to which the Gallagher Defendants shall waive enforcement of the release provided in the Illinois Regulatory Settlements (the "Regulatory Release") to the extent that such Persons participate in the Settlement Class with respect to such purchases, *provided further* that the Gallagher Defendants reserve the right to enforce the Regulatory Release in its entirety as to any Persons who have elected to receive monetary payments pursuant to Illinois

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<sup>3</sup> "Commercial Settlement Class Policy Purchase" means all the insurance Brokerage and any related administrative, advisory or claims services provided by the Gallagher Entities (defined in Section 1.34 of the Settlement Agreement) or any other Broker Defendant to any Settlement Class Member during the Class Period where the coverage or services incept, begins or renews during the Class Period pursuant to a contract, policy, agreement, arrangement or understanding where the insurance or reinsurance: (a) involved an insured or Policyholder (defined in Section 1.42 of the Settlement Agreement) thereof, any of which was either domiciled in or resident in, or had any other significant contact with, the United States, its territories or possessions; (b) involved a contract, policy, agreement, arrangement or understanding entered into in the United States, its territories or possessions; (c) involved a contract, policy, agreement, arrangement or understanding subject to federal law or to the law of any of the states of the United States, its territories or possessions; or (d) provide coverage for an insurable exposure in the United States, its territories or possessions.

Regulatory Settlements to the extent such Persons seek relief from the Gallagher Defendants outside of the Stipulation for Commercial Settlement Class Policy Purchases that are not eligible to receive relief under the Illinois Regulatory Settlements; (d) such Persons who are Defendants (including their officers and directors); (e) any Persons in which the Gallagher Defendants, or any of them, has or had a controlling interest during the Class Period and the legal representatives, heirs, executors, successors or assigns of any such excluded Persons; and (f) any director or officer of the Gallagher Defendants, or any of them, during the Class Period (the "Excluded Persons"). The "EB Class" is defined as all Persons within the "Employer Class" or the "Employee Class." The Employer Class is defined as all Persons that: (a) were employers providing EB Insurance pursuant to a plan governed by ERISA, exclusive of Excluded Persons; or (b) were employers, including governmental or religious employees, or associations or groups of Persons providing EB Insurance, exclusive of Excluded Persons; and (c) have paid in full or in part for an EB Settlement Class Policy Purchase.<sup>4</sup> The Employee Class is defined as all Persons that: (a) were employees in the United States receiving EB Insurance from a plan governed by ERISA, exclusive of Excluded Persons; and/or (b) were employees, including governmental or religious employees or members of associations or groups providing EB Insurance, exclusive of Excluded Persons; and (c) have paid in full or in part for an EB Settlement Class Policy Purchase.

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<sup>4</sup> "EB Settlement Class Policy Purchase" means the purchase or renewal of EB Insurance, or reinsurance thereof and related administrative, advisory or claims services obtained through engaging the services of the Gallagher Entities or any other Broker Defendant where the coverage or services under such EB Insurance, or reinsurance thereof incept, begins or renews during the Class Period pursuant to a contract, policy, agreement, arrangement or understanding where the EB insurance, or reinsurance thereof (a) involved an insured or Policyholder thereof, any of which was either domiciled in or resident in, or had any other significant contact with, the United States, its territories or possessions; (b) involved a contract, policy, agreement, arrangement or understanding entered into in the United States, its territories or possessions; (c) involved a contract, policy, agreement, arrangement or understanding subject to federal law or to the law of any of the states of the United States, its territories or possessions; or (d) provided coverage for an insurable exposure in the United States, its territories or possessions.

A list of the Persons who requested exclusion from the Settlement Class is on file with the Court as an attachment to the July 10, 2007 Supplemental Declaration of Charlene Young and is incorporated herein and made a part hereof. The Persons set out on that attachment shall be deemed to be excluded from the Settlement Class subject to the terms of the Settlement Agreement, the Court's April 13, 2007 Findings And Order Preliminarily Certifying A Class For Settlement Purposes And Preliminarily Approving [The] Proposed Settlement (the "Preliminary Approval Order"), this Judgment and the accompanying Order.

3. The distribution of the Mailed Notice, the publication of the Published Notice, the distribution of the Proof of Claim Form, the postings of the Website Notice and the notice methodology were materially implemented in accordance with the terms of the Settlement Agreement and the Preliminary Approval Order. The Mailed Notice, Published Notice and Proof of Claim Form were simply written and readily understandable. The Mailed Notice, Published Notice, Proof of Claim Form, Website Notice and notice methodology: (a) constituted the best practicable notice; (b) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action and the claims in the Action, their rights to object to the Settlement, including the award of Attorneys' Fees and Expenses and the Incentive Award Petition, and to appear at the Fairness Hearing, and their right to exclude themselves from the Settlement Class; (c) were reasonable and constituted due, adequate and sufficient notice to all Persons entitled to notice; and (d) met all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the Rules of the Court and any other applicable law.

4. This Action, including all individual claims and Settlement Class Members' claims resolved by it pursuant to the terms of the Settlement Agreement (including but not limited to the Release, the terms of which are set forth in Section 16 of the Settlement Agreement and any amendments thereto and are incorporated herein and made a part hereof), is hereby

dismissed with prejudice as to the Gallagher Defendants against Class Plaintiffs and all other Settlement Class Members, without fees or costs to any Settling Party except as otherwise provided in the accompanying Order and in this Judgment.

5. The terms of the Settlement Agreement, the accompanying Order (the terms of which are incorporated herein and made a part of this Judgment), and this Judgment (the terms of which are incorporated into and made a part of the accompanying Order), shall be forever binding on Class Plaintiffs and all Settlement Class Members, as well as their heirs, executors, administrators, beneficiaries, predecessors, successors, affiliates (as defined in 17 C.F.R. Part 210.1-02.b) and assigns as to all claims and issues that have or could have been raised in this Action.

6. All Settlement Class Members (and their heirs, executors and administrators, beneficiaries, predecessors, successors, affiliates (as defined in 17 C.F.R. Part 210.1-02.b) and assigns), any Person claiming by or through a Settlement Class Member, and any Person representing any or all Settlement Class Members, are permanently enjoined from filing, commencing, prosecuting, intervening in, participating in (as class members or otherwise), or receiving any benefits or other relief from, any other lawsuit, arbitration or other proceeding or order in any jurisdiction that is based upon, arises out of or relates to any Released Claims. All Persons are permanently enjoined from organizing any Settlement Class Members for purposes of pursuing as a purported class action (including by seeking to amend a pending complaint to include claims that are based upon, arise out of or relate to any Released Claims, or by seeking class certification in a pending action) any other lawsuit that is based upon, arises out of or relates to any Released Claims.

7. Bar Order

a. Any and all Persons and entities are permanently barred, enjoined and restrained from commencing, prosecuting or asserting any claim against any Releasee arising under state, federal or common law, however styled (whether for indemnification or contribution or otherwise denominated, including, without limitation, claims for breach of contract and for misrepresentation), where the alleged injury or damage to such Person or entity is that Person's or entity's alleged liability to the Settlement Class or a Settlement Class Member, whether such claim is based upon, arises out of, or relates to any Released Claim belonging to the Settlement Class or a Settlement Class Member, including, but not limited to, any claim that is based upon, arises out of or relates to the Action, or the transactions and occurrences referred to in the Action, whether such claims are legal or equitable, known or unknown, foreseen or unforeseen, matured or unmatured, accrued or unaccrued, including, without limitation, any claim in which a Person or entity seeks to recover from any of the Releasees (i) any amounts such Person or entity may become liable to pay to the Settlement Class or any of the Settlement Class Members and/or (ii) any costs, expenses, or attorneys' fees from defending any claim by the Settlement Class or any of the Settlement Class Members. All such claims are hereby extinguished, discharged, satisfied and unenforceable, subject to a hearing to be held by the Court, if necessary. The provisions of this paragraph 7.a are intended to preclude any liability of any of the Releasees to any Person or entity for indemnification, contribution, or otherwise on any claim based upon, arising out of, or relating to any Released Claim belonging to the Settlement Class or a Settlement Class Member, where the alleged injury or damage to such Person or entity is that Person's or entity's alleged liability to the Settlement Class or a Settlement Class Member in the Action, including, but not limited to, any claim that is based upon, arises out of or relates to the Action, or the transactions and occurrences referred to in the Action; *provided* that, with

respect to any judgment against any Person or entity on behalf of the Settlement Class or such Settlement Class Member based upon, arising out of, or relating to any Released Claim belonging to the Settlement Class or a Settlement Class Member, including, but not limited to, any claim that is based upon, arises out of or relates to the Action, or the transactions and occurrences referred to in the Action, that Person or entity shall be entitled to a credit of the greater of (i) an amount that corresponds to the percentage of responsibility of the Gallagher Defendants for the loss to the Settlement Class or such Settlement Class Member or (ii) the Settlement Amount. If any provision of this paragraph 7.a is subsequently held to be unenforceable, such provision shall be substituted with such other provision as may be necessary to afford all of the Releasees the fullest protection permitted by law from any claim that arises out of or relates to any Released Claim belonging to the Settlement Class or a Settlement Class Member, including, but not limited to, any claim that is based upon, arises out of or relates to the Action, or the transactions and occurrences referred to in the Action.

b. Each and every Releasee is permanently barred, enjoined and restrained from commencing, prosecuting or asserting any claim against any Person or entity (including any other Releasee) arising under state, federal, or common law, however styled (whether for indemnification or contribution, or otherwise denominated, including, without limitation, claims for breach of contract and for misrepresentation), where the alleged injury or damage to the Releasee is the Releasee's alleged liability to the Settlement Class or a Settlement Class Member, whether such claim is based upon, arises out of, or relates to any Released Claim belonging to the Settlement Class or a Settlement Class Member, including, but not limited to, any claim that is based upon, arises out of or relates to the Action, or the transactions and occurrences referred to in the Action, whether such claims are legal or equitable, known or unknown, foreseen or unforeseen, matured or unmatured, accrued or unaccrued, including, without limitation, any claim in which the Releasee seeks to recover from any Person or entity, including another

Releasee (i) any amounts such Releasee has or may become liable to pay to the Settlement Class or any of the Settlement Class Members and/or (ii) any costs, expenses, or attorneys' fees from defending any claim by the Settlement Class or any of the Settlement Class Members. All such claims are hereby extinguished, discharged, satisfied and unenforceable. However, notwithstanding anything stated in this Bar Order or in the Settlement Agreement, if any Person or entity commences against any of the Releasees any action asserting a claim that is based upon, arises out of, or relates to any Released Claim belonging to the Settlement Class or a Settlement Class Member, including, but not limited to, any claim that is based upon, arises out of or relates to the Action, or the transactions and occurrences referred to in the Action, and if such claim is not barred by a court pursuant to paragraph 7.a above or is otherwise not barred by the Bar Order, neither the Bar Order nor the Settlement Agreement shall bar claims by that Releasee against any such Person or entity.

c. Notwithstanding the Bar Order, or anything else in the Settlement Agreement, or in this Judgment, or in the accompanying Order, nothing shall release, interfere with, limit or bar the assertion by any Releasee of any claim for insurance coverage under any insurance or indemnity policy that provides coverage respecting the conduct at issue in the Action.

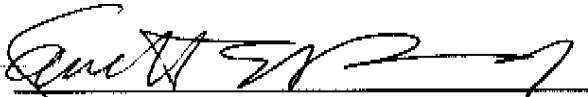
d. Neither this Judgment, nor the accompanying Order, nor any prior order respecting the Settlement Agreement shall have any effect on the Court's consideration and determination of class certification or any other issue with respect to the non-settling Defendants.

8. The Court retains continuing and exclusive jurisdiction over this Action for the reasons and purposes, and subject to the conditions, set forth in the Court's accompanying Order; *provided however*, that nothing in the Settlement Agreement, the accompanying Order, or this Judgment shall constitute a basis for or give rise to personal jurisdiction over any of the Gallagher Entities whose principal places of business are located outside of the United States to the extent such jurisdiction does not already exist.



9. Because it is in the best interests of the Settlement Class Members that the Settlement Amount be disbursed as soon as possible and because the Settlement Agreement resolves all claims as to the Gallagher Defendants, the Court finds that there is no just reason to delay the Judgment regarding the Settlement Agreement. Accordingly, the Court expressly directs that the Judgment regarding the Settlement Agreement be entered as to less than all parties and all claims in the Action pursuant to Federal Rule of Civil Procedure 54(b).

JUDGMENT is hereby entered in accordance with Federal Rule of Civil Procedure 54(b) this 31<sup>st</sup> day of AUGUST 2007.

  
HONORABLE GARRETT E. BROWN, JR.  
UNITED STATES DISTRICT COURT JUDGE

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