

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

_____)	
IN RE: INSURANCE BROKERAGE)	MDL No. 1663
ANTITRUST LITIGATION)	
)	Civil No. 04-5184 (FSH)
APPLIES TO ALL ACTIONS)	
_____)	Hon. Faith S. Hochberg

JUDGMENT

1. Consistent with the terms of the Order Approving Settlement entered on _____, 2006 (the "Approval Order"), the settlement of this Action on the terms set forth in the _____, 2006 Stipulation of Settlement and Exhibits __ through __ to the Stipulation of Settlement (collectively the "Settlement Agreement"), 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 Parties¹ and the Settlement Class Members.

2. Pursuant to Federal Rule of Civil Procedure Fed. R. Civ. P. 23(b)(3), the Court certifies a class for settlement purposes that consists of all individuals or entities, who, during the period of time from August 26, 1994 through September 1, 2005, inclusive, engaged the services of (i) one of the Broker Defendants or any subsidiary or affiliate of a Broker Defendant in connection with a Settlement Class Policy Purchase from any Zurich Insurer or any Insurer Defendant or (ii) any other broker in connection with a Settlement Class Policy Purchase from

1. Unless otherwise specifically defined herein, the capitalized terms in this Judgment have the same meaning as attributed to them in the Stipulation of Settlement.

any Zurich Insurer. The Settlement Class preliminarily certified for settlement purposes in this Action shall *not* include:

- a. such persons or entities who submitted valid and timely requests for exclusion from the Settlement Class;
- b. such persons or entities who settled an actual or threatened lawsuit or other proceeding with the Zurich Insurers, or any of them, and released the Zurich Insurers from any further claims concerning their Settlement Class Policy Purchases;
- c. such persons or entities who have elected or will elect by the Three-State Deadline to receive monetary payments pursuant to the Three-State Agreement, *provided however*, that such persons or entities who have elected or will elect prior to the Three-State Deadline to receive monetary payments pursuant to the Three-State Agreement shall be Settlement Class Members respecting their Settlement Class Policy Purchases that are not eligible to receive relief under the Three-State Agreement, with respect to which the Zurich Insurers shall waive enforcement of the Three-State Release to the extent that such persons or entities participate in the Settlement Class with respect to such purchases, *provided further* that the Zurich Insurers reserve the right to enforce the Three-State Release in its entirety as to any persons or entities who have elected or will elect prior to the Three-State Deadline to receive monetary payments pursuant to the Three-State Agreement to the extent such persons or entities seek relief outside of this Settlement Agreement for Settlement Class Policy

Purchases that are not eligible to receive relief under the Three-State Agreement;

- d. such entities who are named defendants in the Action (including their officers and directors);
- e. any entity in which the Zurich Insurers, or any of them, has or had a controlling interest during the Settlement Class Period and the legal representatives, heirs, executors, successors or assigns of any such excluded entity, and
- f. any directors or officers of the Zurich Insurers, or any of them, during the Settlement Class Period.

A list of the persons or entities who requested exclusion from the Settlement Class is on file with the Court as an Exhibit to the Declaration of _____ and is incorporated herein and made a part hereof. The persons and entities set out on this list shall be deemed to be excluded from the Settlement Class.

3. The Notice, Summary Notice, Claim Form and notice methodology, all implemented in accordance with the terms of the Settlement Agreement and this Court's Preliminary Approval Order, (i) constituted the best practicable notice, (ii) 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 right to review discovery produced to Plaintiffs by the Zurich Defendants, their rights to object to the proposed settlement and to appear at the Fairness Hearing, and their right to exclude themselves from the Settlement Class, (iii) were reasonable and constituted due, adequate and sufficient notice to all persons entitled to notice, and (iv) 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. The claims in this Action are dismissed with prejudice as to the Zurich Defendants according to the terms (including the Release) set forth in the Settlement Agreement and in the Approval Order, without costs to any Settling Party except as provided therein.

5. 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 or entity claiming by or through any of the Settlement Class Members and any person or entity 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 against any or all Releasees or order in any jurisdiction entered against any or all Releasees that is based upon, arises out of or relates to any Released Claims. All persons or entities 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 against any or all Releasees that is based upon, arises out of or relates to any Released Claims.

6. 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 Approval Order; *provided however*, that nothing in the Settlement Agreement, the Approval Order or this Judgment shall constitute a basis for or give rise to personal jurisdiction over Zurich Financial

Services, or over any of its subsidiaries whose principal places of business are located outside of the United States to the extent such jurisdiction does not already exist.

JUDGMENT is hereby entered in accordance with Federal Rule of Civil Procedure 54(b) this _____ day of _____, 2006.

HONORABLE FAITH S. HOCHBERG
UNITED STATES DISTRICT COURT JUDGE