



## AlaFile E-Notice

01-CV-2003-006630.00

Judge: PAT BALLARD

To: SOMERVILLE JOHN QUINCEY  
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# NOTICE OF COURT ACTION

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IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

JOHN LAURIELLO VS CAREMARK RX LLC  
01-CV-2003-006630.00

A court action was entered in the above case on 8/15/2016 5:03:28 PM

ORDER

[Filer: ]

Disposition: GRANTED  
Judge: PJB  
Notice Date: 8/15/2016 5:03:28 PM

ANNE-MARIE ADAMS  
CIRCUIT COURT CLERK  
JEFFERSON COUNTY, ALABAMA  
JEFFERSON COUNTY, ALABAMA  
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**IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA  
BIRMINGHAM DIVISION**

<b>SAM JOHNSON, ET AL.,</b>	)	
<b>Plaintiffs,</b>	)	
	)	
<b>v.</b>	)	<b>01-CV-2003-6630</b>
	)	
<b>CAREMARK RX, LLC, ET AL.,</b>	)	
<b>Defendants.</b>	)	

**FINAL JUDGMENT AND ORDER OF DISMISSAL**

This matter came before the Court for hearing pursuant to the June 1, 2016, Order Preliminarily Approving Settlement and Providing for Notices to the Class (“**Preliminary Approval Order**”), on the Plaintiffs’ application for approval of the Settlement set forth in the May 27, 2016, Stipulation and Agreement of Settlement between Plaintiffs, on behalf of themselves individually and on behalf of the Class and all Class Members, the AIG Defendants, and Caremark (the “**Stipulation**”). The Court, having considered all papers filed and proceedings held herein and all evidence proffered in support of the Settlement by Class Counsel, is fully informed of these matters. For good cause shown, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. This Final Judgment and Order of Dismissal incorporates by reference all of the terms, provisions, and conditions set forth in the Stipulation and adopts all defined terms as set forth therein.

2. This Court has jurisdiction over the subject matter of the Class Action and over all parties to the Class Action, including all Class Members.

3. After conducting a Pro Ami Hearing with respect to whether the Settlement is fair to and in the best interests of any Minors and Incompetents included as Class Members, the Court has contemporaneously issued and entered a PRO AMI JUDGMENT ORDER so finding.

4. Pursuant to Rule 23(e) of the Alabama Rules of Civil Procedure, the Court now grants approval of the Settlement set forth in the Stipulation on the basis that the Settlement is fair, reasonable, and adequate as to, and in the best interests of, all Class Members.

5. The Parties are directed to consummate the Settlement in accordance with all applicable terms and provisions of the Stipulation. Without further Order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of the Stipulation.

6. The Class Action and all claims contained therein, as well as all of the Released Claims, against the Defendants and the Released Persons by the Plaintiffs, the Class, and all Class Members are dismissed with prejudice. This Final Judgment and Order of Dismissal binds and will forever bind the Plaintiffs, the Class and all Class Members.

7. The mailing and distribution of the Class Notices to all Class Members who could be identified through reasonable effort, as provided for in this Court's May 5, 2015, Order, satisfied the requirements of Rule 23 of the Alabama Rule of Civil Procedure and due process, constitute the best notice practicable under the circumstances to all Persons within the definition of the Class, constitute due, adequate, and sufficient notice of the certification of the Class and provided due, adequate, and sufficient opportunity for those members of the Class who wished to request exclusion therefrom to do so.

8. The publication of the Settlement Notices and the mailing and distribution of the Settlement Notices to all Class Members who could be identified through reasonable effort, as provided for in the Preliminary Approval Order, satisfies the requirements of Rule 23 of the Alabama Rule of Civil Procedure and due process, constitute the best notice practicable under the circumstances to all Persons within the definition of the Class, and constitute due, adequate,

and sufficient notice of the Settlement to all Persons entitled to notice.

9. Upon the Effective Date, each of the Releasing Parties: (i) shall have, fully, finally, and forever waived, released, relinquished, and discharged to the fullest extent permitted by law, all Released Claims against each and all of the Released Persons, whether or not such Releasing Person executes and delivers a Proof of Claim and Release; (ii) shall forever be barred and enjoined from commencing, instituting, or prosecuting a class action or any other action or proceeding in any court of law or equity, arbitration tribunal, or other forum of any kind, directly, representatively, derivatively, or in any other capacity, asserting any Released Claims against any of the Released Persons; and (iii) agrees and covenants not to sue any of the Released Persons with respect to any Released Claims or to assist any third party in commencing or maintaining any suit against any Released Person related in any way to any Released Claims.

10. The Court expressly approves the following terms of the Settlement as fair, reasonable, and adequate as to, and in the best interests of, all Class Members (including any Minors and Incompetents) in the context of the overall Settlement:

a. The release of the portion of the Released Claims identified in Paragraph 1.49(d) of the Stipulation;

b. Paragraph 2.4 of the Stipulation;

c. The release of Unknown Claims and the operation of Paragraph 2.5 of the Stipulation;

and

d. Paragraph 2.6 of the Stipulation.

11. Only those Class Members who submit an appropriate, valid, and timely Proof of Claim and Release shall be entitled to participate in the Settlement and receive a distribution from the Net Settlement Fund. The Proof of Claim and Release executed by any Class Member

shall include a release of all Released Claims against all Released Persons. All Class Members shall, as of the Effective Date of the Settlement, be bound by the releases set forth in the Stipulation whether or not they submit a valid and timely Proof of Claim and Release.

12. None of the Stipulation nor the Settlement contained therein, any act performed, or document executed pursuant to or in furtherance of the Stipulation or the Settlement Agreement or any statement made in the negotiation thereof or in any proceedings before the Court or any other forum regarding the Stipulation or the Settlement or the negotiation thereof is or may be deemed to be or used as a presumption, concession, or admission of, or evidence of, any fault, liability, wrongdoing, or any violation of any statute, regulation, law, rule, or principle of common law or equity, or the truth or merit of any allegations or claims in the Class Action, or any infirmity or weakness of any claim or defense, as to any facts or claims that have been or might be alleged or asserted in the Class Action, and shall not be discoverable, interpreted, construed, deemed, invoked, offered, or received, directly or indirectly, in evidence or otherwise used by any Person in any action or proceeding, whether civil, criminal, or administrative, and shall have no precedential value; *provided, however*, that the Parties, their respective counsel or any Class Member may file the Stipulation in an action to enforce the terms of the Stipulation and the Settlement contained therein. The Released Parties may file the Stipulation and/or this Order Approving Settlement in any action that may be brought against them in order to support a defense or counterclaim based on the principles of res judicata, collateral estoppel, full faith and credit, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

13. Without affecting the finality of this Judgment in any way, this Court retains continuing and exclusive jurisdiction over matters relating to the Settlement or the

consummation of the Settlement; the validity of the Settlement; the construction and enforcement of the Settlement and any orders entered pursuant thereto; and all other matters pertaining to the Settlement or its implementation and enforcement.

14. In the event that the Settlement does not become effective in accordance with the terms of the Stipulation (or on such terms as the Parties have agreed and the Court has approved), then this Final Judgment and Order of Dismissal shall be rendered null and void and shall be vacated. In such event, all orders entered and releases delivered in connection herewith shall be null and void, and the Parties shall be deemed to have reverted to their respective status and positions in the Class Action as of April 15, 2016, immediately prior to the Memorandum of Understanding becoming effective, and, except as otherwise expressly provided herein, the Parties shall proceed in all respects as if the Memorandum of Understanding, the Stipulation, and any related orders had not been entered; *provided, however*, that in the event of termination of the Settlement, Paragraphs 3.5, 7.4, 10.5, 10.6, 10.7, and 11.3 of the Stipulation shall nonetheless survive and continue to be of effect and have binding force.

15. The Parties are to bear their own costs, except as otherwise provided in the Stipulation.

16. The Clerk of the Court is directed to enter this Final Judgment and Order of Dismissal forthwith.

**DONE and ORDERED this 15<sup>th</sup> day of August, 2016.**

**/s/ PAT BALLARD**  
**CIRCUIT JUDGE**