



certain of the Defendants' liability insurance carriers who are disputing coverage, including the pending cause consolidated by this Court (Memorandum Opinion, p. 2, n.3); c) the resolution of any Medicare or Medicaid claims of reimbursement; d) the execution of releases and distribution of Settlement Proceeds as set out in the Settlement Agreement; and e) the approval and distribution of any subsequently obtained funds and the determination of any attorney's fees and costs that may be claimed from such recovery. Because the Settlement Agreement requires additional litigation and administration of the Agreement, with the Court retaining jurisdiction to address the remaining claims necessary to the administration and consummation of the Settlement Agreement and the additional coverage litigation, but finding no just reason for delay, the Court directs that final judgment ("Judgment") be entered pursuant to Rule 54(b), Federal Rules of Civil Procedure.

The Court finds that notification was given in July 2006 by direct mail (for those whose names and addresses were known) and through simultaneous publication in numerous daily newspapers in each locality throughout the United States where E-Ferol was administered, including *USA Today*, in an attempt to notify unidentified Class Members whose hospital records and/or address were unknown. Notice of the settlement was served on each responding class member and also published nationally in *USA Today*. The Court finds that these procedures are reasonably calculated to provide actual notice to potential Class Members. Despite providing the best possible notice to potential claimants, no additional potential New Class Members asserted claims prior to the December 30, 2009 deadline for claims and objections to the Settlement Agreement. Accordingly, this Court finds that there will not be any New Class Members with claims allowed under the terms of the Settlement Agreement and that any such claims are barred under the terms of the Settlement Agreement as approved by this Court.

IT IS SO ORDERED that:

1. The Settlement Agreement is binding upon all Class Members and the Defendants upon its Effective Date.

2. The E-Ferol Class shall recover the Settlement Proceeds and other relief as stated in the Settlement Agreement (subject to the Medicare/Medicaid reimbursement obligations, if any, of class members). Nothing in this section implies that any Class Members constructively received Settlement Proceeds.

3. As provided in the Settlement Agreement, all of the Released Claims against all Released Persons and Medical Releasees are hereby dismissed with prejudice.

4. As provided in the Settlement Agreement, each Released Claim of each of the Releasing Parties is hereby forever released, discharged, and extinguished as against the Released Persons and the Medical Releasees.

5. As provided in the Settlement Agreement, all Releasing Parties are permanently enjoined from commencing, continuing, or prosecuting, directly or indirectly, representatively, derivatively, or in any other capacity, any of the Released Claims against any of the Released Persons or Medical Releasees in this or any other proceeding, tribunal, or forum.

6. All objections, claims, and motions filed by class member Lawrence Long are denied and dismissed with prejudice and judgment rendered that Lawrence Long take nothing on those claims; except that Lawrence Long may receive distribution of Settlement Proceeds in accordance with the terms of the Settlement Agreement.

7. All other objections to approval of the Settlement Agreement have been considered and overruled or voluntarily withdrawn with the Court's approval.

8. The Class Members designated in Exhibits 1-5 of the Settlement Agreement, along with the persons whose claims derive from such Class Members' receipt of E-Ferol, are

the only members of the E-Ferol Class entitled to distribution of Settlement Proceeds as stated in the Settlement Agreement. No further claims related to the administration of E-Ferol will be permitted.

9. Without affecting the finality of this Judgment in any way, this Court retains continuing jurisdiction to address: a) the resolution of requests for recategorization by class members Cynthia Pinnock and Sharon Jenkins; b) litigation, in accordance with Defendants' assignment that is subject to the terms of the Non-Waiver and Settlement Agreements against certain of the Defendants' liability insurance carriers who are disputing coverage, including the pending cause consolidated by this Court (Memorandum Opinion, p. 2, n.3); c) the resolution of any Medicare or Medicaid claims of reimbursement; d) the execution of releases and distribution of Settlement Proceeds as set out in the Settlement Agreement; and e) the approval and distribution of any subsequently obtained funds and the determination of any attorney's fees and costs that may be claimed from such recovery; and (f) all other matters pertaining to the consummation or implementation of the Settlement Agreement and/or the disposition of the Settlement Proceeds.

10. Costs of court are assessed against the party incurring same.

11. Pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, the Court finds that there is no just reason for delay of entry of a final judgment approving the Settlement Agreement. Accordingly, the Court expressly directs that this Judgment be deemed, and the same hereby is, final.

SIGNED on this the 18th day of June, 2010.

  
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SIDNEY A. FITZWATER  
CHIEF JUDGE