

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

**IN RE THALOMID AND REVLIMID
ANTITRUST LITIGATION**

Civ. No. 14-6997 (MCA) (MAH)

FINAL JUDGMENT

Plaintiffs International Union of Bricklayers and Allied Craft Workers Local 1 Health Fund, the City of Providence, International Union of Operating Engineers Local 39 Health and Welfare Trust Fund, The Detectives' Endowment Association, New England Carpenters Health Benefits Fund, and David Mitchell, on behalf of themselves and the Settlement Class (collectively, "Plaintiffs") and Defendant Celgene Corporation ("Celgene") entered into a Settlement Agreement to fully and finally resolve the Plaintiffs' claims against Celgene as filed with the Court on April 3, 2020 (ECF No. 312-3). On October 2, 2020, the Court entered an Order granting final approval of the Settlement between Plaintiffs and Celgene (ECF No. 325).

IT IS THEREFORE HEREBY ADJUDGED AND DECREED:

1. Pursuant to the Court's Order dated October 2, 2020, the requirements of Rule 23 of the Federal Rules of Civil Procedure for the purpose of settlement are satisfied, and the following Settlement Class was certified:

All persons or entities who purchased and/or paid for some or all of the purchase price of Thalomid or Revlimid in any form, before the preliminary approval date (May 20, 2020), in California, the District of Columbia, Florida, Kansas, Maine, Massachusetts, Michigan, Nebraska, New York, North Carolina, Oregon, Pennsylvania, Rhode Island, or Tennessee, for consumption by themselves, their families, or their members, employees, insureds, participants, or beneficiaries, but excluding the following:

- a. Celgene and its officers, directors, management, employees, subsidiaries, parents, or affiliates;
- b. All federal or state governmental entities, except cities, towns, or municipalities with self-funded prescription drug plans;
- c. All persons or entities who only purchased Revlimid or Thalomid for purposes of resale directly from Celgene or its affiliates;
- d. The entities listed on Attachment A to the Settlement Agreement (ECF No. 312-3 at 18-22);
- e. Fully insured health plans;
- f. Stop-loss insurers; and
- g. The judges in this case and any members of their immediate families.

2. The excluded entities identified in Attachment A to the Settlement Agreement and the only entities to have timely and validly requested exclusion from the Settlement Class are listed in Exhibit 1, which is attached hereto and incorporated by reference herein. All entities listed in Exhibit 1 are hereby excluded from the Settlement Class, are not bound by this Final Judgment, and may not make any claim

or receive any benefit from the Settlement, whether monetary or otherwise. No further exclusion requests shall be permitted by the Court.

3. Upon the occurrence of the Effective Date¹ and in consideration of the payment by Celgene of the Settlement Amount, the Releasing Parties shall be deemed to and do hereby completely, finally and forever release, acquit, and discharge the Released Parties from any and all claims, counterclaims, demands, actions, potential actions, suits, and causes of action, losses, obligations, damages, matters and issues of any kind or nature whatsoever, and liabilities of any nature, including without limitation claims for costs, expenses, penalties, and attorneys' fees, whether class, individual, or otherwise, that the Releasing Parties, or any of them, ever had or now has directly, representatively, derivatively or in any other capacity against any of the Released Parties, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, accrued or unaccrued, matured or unmatured, disclosed or undisclosed, apparent or unapparent, liquidated or unliquidated, or claims that have been, could have been, or in the future might be asserted in law or equity, on account of or arising out of or resulting from or in any way related to any conduct regardless of where it occurred at any time prior to the Effective Date concerning the purchase, reimbursement for

¹ The definitions set forth in Section A of the Settlement Agreement, ECF No. 312-3, are incorporated herein.

and/or payment for some or all of the purchase price for Thalomid or Revlimid in any form, including without limitation, claims based in whole or in part on the facts, occurrences, transactions, or other matters alleged in the Action, or otherwise the subject of the Action, which arise under any antitrust, unfair competition, unfair practices, price discrimination, unitary pricing, trade practice, consumer protection, unjust enrichment, civil conspiracy law, or any other law, code, rule, or regulation of any country or jurisdiction worldwide, including under federal or state law, and regardless of the type or amount of damages claimed, from the beginning of time through the Effective Date (the “Released Claims”). However, nothing herein shall release any claims for product liability, breach of warranty, breach of contract, or tort of any kind (other than a breach of contract, breach of warranty or tort based on any factual predicate in this Action), a claim arising out of violation of Uniform Commercial Code, or personal or bodily injury.

4. The Releasing Parties hereby covenant and agree that they shall not, hereafter, sue or otherwise seek to establish liability against any of the Released Parties based, in whole or in part, upon any of the Released Claims.

5. In addition, the Releasing Parties hereby expressly waive and release any and all provisions, rights, and benefits conferred by § 1542 of the California Civil Code, which reads:

Section 1542. General Release--Claims Extinguished. A general release does not extend to claims that the creditor or releasing party

does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

or by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable or equivalent to § 1542 of the California Civil Code. The Releasing Parties may hereafter discover facts other than or different from those which he, she or it knows or believes to be true with respect to the claims which are the subject matter of this Paragraph, but the Releasing Parties hereby expressly waive and fully, finally and forever settle and release any known or unknown, suspected or unsuspected, accrued or unaccrued, contingent or non-contingent claim that would otherwise fall within the definition of Released Claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of any such additional or different facts. The parties acknowledge that the foregoing waiver was separately bargained for and is a key and integral element of the Agreement of which the release is a part.

6. Without affecting the finality of this Final Judgment, the Court retains exclusive jurisdiction over the Action and the Settlement Agreement, including the administration, interpretation, consummation, and enforcement of the Settlement Agreement.

7. Therefore, the Court finds that there is no just reason for delay and hereby directs the entry of this Final Judgment of dismissal with prejudice forthwith as to the Released Parties.

IT IS SO ORDERED this 30 day of October, **2020**.



Madeline Cox Arleo, U.S.D.J.

EXHIBIT 1

ATTACHMENT A ENTITIES (EXCLUDED FROM SETTLEMENT CLASS)

Accountable Care Options, LLC, c/o MSP Recovery Claims, Series LLC
Aetna, Inc.
Aetna, Inc. Self-Funded Groups
All Savers Insurance Company
All Savers Life Insurance Company of California
AmeriChoice of New Jersey, Inc.
AMERIGROUP Community Care of New Mexico, Inc.
AMERIGROUP District of Columbia, Inc.
AMERIGROUP Florida, Inc.
AMERIGROUP Insurance Company (TX)
AMERIGROUP Iowa, Inc.
AMERIGROUP IPA of New York, LLC
AMERIGROUP Kansas, Inc.
AMERIGROUP Louisiana, Inc.
AMERIGROUP Maryland, Inc.
AMERIGROUP Nevada, Inc.
AMERIGROUP New Jersey, Inc.
AMERIGROUP Partnership Plan, LLC
AMERIGROUP Tennessee, Inc.
AMERIGROUP Texas, Inc.
AMERIGROUP Washington, Inc.
AMGP Georgia Managed Care Company, Inc.
Anthem Blue Cross Life and Health Insurance Company
Anthem Health Plans, Inc.
Anthem Health Plans of Kentucky, Inc.
Anthem Health Plans of Maine, Inc.
Anthem Health Plans of New Hampshire, Inc.
Anthem Health Plans of Virginia, Inc.
Anthem, Inc.
Anthem, Inc. Self-Funded Group
Anthem Insurance Companies, Inc.
Anthem Kentucky Managed Care Plan, Inc.
Arizona Physicians IPA, Inc.
ATH Holding Company, LLC
AvMed, Inc., c/o MSP Recovery Claims, Series LLC
Better Health, Inc.
Blue Cross and Blue Shield Association
Blue Cross and Blue Shield of Florida, Inc.
Blue Cross and Blue Shield of Florida, Inc. Self-Funded Groups
Blue Cross and Blue Shield of Georgia, Inc.
Blue Cross and Blue Shield of North Carolina
Blue Cross and Blue Shield of North Carolina Self-Funded Groups
Blue Cross and Blue Shield of Rhode Island

Blue Cross and Blue Shield of Rhode Island Self-Funded Groups
Blue Cross and Blue Shield of Vermont
Blue Cross and Blue Shield of Vermont Self-Funded Groups
Blue Cross Blue Shield Healthcare Plan of Georgia, Inc.
Blue Cross Blue Shield of Kansas City
Blue Cross Blue Shield of Kansas City Self-Funded Groups
Blue Cross Blue Shield of Massachusetts
Blue Cross Blue Shield of Massachusetts Self-Funded Groups
Blue Cross Blue Shield of Minnesota
Blue Cross Blue Shield of Minnesota Self-Funded Groups
Blue Cross Blue Shield of Tennessee, Inc.
Blue Cross Blue Shield of Tennessee, Inc. Self-Funded Groups
Blue Cross Blue Shield of Wisconsin
Blue Cross of California
Blue Cross of California Partnership Plan, Inc.
Blue Shield of California
Blue Shield of California Self-Funded Groups
Biocon Limited
Broward Primary Partners, LLC, c/o MSP Recovery Claims, Series LLC
CareFirst BlueChoice, Inc.
CareFirst of Maryland, Inc.
CareFirst of Maryland, Inc. BlueChoice Self-Funded Groups
Care Improvement Plus of Texas Insurance Company
Care Improvement Plus South Central Insurance Company
Care Improvement Plus Wisconsin Insurance Company
CareMore Health Plan
CareMore Health Plan of Nevada
CareMore, LLC
Centene Corporation
CFA, LLC
Cigna Health and Life Insurance Company
Cigna Health and Life Insurance Company Self-Funded Groups
Clinica Las Mercedes, c/o MSP Recovery Claims, Series LLC
Community Health Providers, Inc., c/o MSP Recovery Claims, Series LLC
Community Insurance Company
Compcare Health Services Insurance Corporation
Dental Benefit Providers of California, Inc.
Dental Benefit Providers of Illinois, Inc.
EmblemHealth
EmblemHealth Self-Funded Groups
Empire HealthChoice Assurance, Inc.
Empire HealthChoice HMO, Inc.
Fallon Community Health Plan, Inc., c/o MSP Recovery Claims, Series LLC
Family Physicians Group, Inc. d/b/a Family Physicians of Winter Park, Inc., co/o MSP
Recovery Claims, Series LLC
Golden Rule Insurance Company

Government Employees Health Association
Group Health Inc., c/o MSP Recovery Claims, Series LLC
Group Hospitalization and Medical Services, Inc.
Harken Health Insurance Company
Harvard Pilgrim Health Care, Inc.
Harvard Pilgrim Health Care, Inc. Self-Funded Groups
Hawaii Medical Service Association
Hawaii Medical Service Association Self-Funded Groups
Health Care Advisor Services, Inc., c/o MSP Recovery Claims Series LLC
Health Care Service Corporation
Health Care Service Corporation Self-Funded Groups
Health First Health Plans, Inc., c/o MSP Recovery Claims, Series LLC
Health Insurance Plan of Greater NY, c/o MSP Recovery Claims, Series LLC
HealthKeepers, Inc.
HealthPartners, Inc.
HealthPartners, Inc. Self-Funded Groups
Health Plan of Nevada, Inc.
HealthPlus, LLC
HealthSun Health Plans, Inc.
Healthy Alliance Life Insurance Company
Highmark Blue Cross Blue Shield
HMO Colorado, Inc.
HMO Missouri, Inc.
Horizon Blue Cross Blue Shield of New Jersey
Humana, Inc.
Humana, Inc. Self-Funded Groups
Hygea Health Holdings, Inc., c/o MSP Recovery Claims, Series LLC
Independent Health
Interamerican Medical Center Group LLC, c/o MSP Recovery Claims, Series LLC
MAMSI Life and Health Insurance Company
Matthew Thornton Health Plan, Inc.
MCCI Group Holdings, LLC, c/o MSP Recovery Claims, Series LLC
MD-Individual Practice Association, Inc.
Medica HealthCare Plans, Inc.
Medica Health Plans of Florida, Inc.
Medical Consultants Management, LLC, c/o MSP Recovery Claims, Series LLC
Medical IPA of the Palm Beaches, Inc., c/o MSP Recovery Claims, Series LLC
Medical Mutual
MVP Health Care
MVP Health Care Self-Funded Groups
National Pacific Dental, Inc.
Neighborhood Health Partnership, Inc.
Nevada Pacific Dental
Optimum Choice, Inc.
Optum360 Services, Inc.
OptumRx Group Holdings, Inc.

OptumRx, Inc.
Oxford Health Insurance, Inc.
Oxford Health Plans (CT), Inc.
Oxford Health Plans (NJ), Inc.
Oxford Health Plans (NY), Inc.
PacifiCare Life Assurance Company
PacifiCare Life and Health Insurance Company
PacifiCare of Arizona, Inc.
PacifiCare of Colorado, Inc.
PacifiCare of Nevada, Inc.
Peninsula Health Care, Inc.
Peoples Health, Inc.
Physician Access Urgent Care Group, LLC, c/o MSP Recovery Claims, Series LLC
Physicians Health Choice of Texas, LLC
Priority Health Care, Inc.
Preferred Care Partners, Inc.
Preferred Medical Plan, Inc., c/o MSP Recovery Claims, Series LLC
Preferred Primary Care, LLC, c/o MSP Recovery Claims, Series LLC
Premera Blue Cross
Premera Blue Cross Self-Funded Groups
Priority Health
Priority Health Self-Funded Groups
Professional Health Choice, Inc., c/o MSP Recovery Claims, Series LLC
Risk Watchers, Inc., c/o MSP Recovery Claims, Series LLC
Rocky Mountain HealthCare Options, Inc.
Rocky Mountain Health Maintenance Organization, Incorporated
Rocky Mountain Hospital and Medical Service, Inc.
Sierra Health and Life Insurance Company, Inc.
Simply Healthcare Plans, Inc.
Symphonix Health Insurance, Inc.
Transatlantic Healthcare, LLC, c/o MSP Recovery Claims, Series LLC
Trinity Physicians, LLC, c/o MSP Recovery Claims, Series LLC
Tufts Associated Health Plans, Inc.
Tufts Associated Health Plans, Inc. Self-Funded Groups
UHC of California
UNICARE Health Insurance Company of Texas
UNICARE Health Insurance Company of the Midwest
UNICARE Health Plan of Kansas, Inc.
UNICARE Health Plan of West Virginia, Inc.
UNICARE Health Plans of Texas, Inc.
UNICARE Health Plans of the Midwest, Inc.
Unimerica Life Insurance Company of New York
Unison Health Plans of Delaware, Inc.
United HealthCare Services, Inc.
UnitedHealth Group Incorporated / Optum360 Services, Inc.
UnitedHealthcare Benefits of Texas, Inc.

UnitedHealthcare Benefits Plan of California
UnitedHealthcare Community Plan, Inc.
UnitedHealthcare Community Plan of California, Inc.
UnitedHealthcare Community Plan of Georgia, Inc.
UnitedHealthcare Community Plan of Ohio, Inc.
UnitedHealthcare Community Plan of Texas, Inc.
UnitedHealthcare Insurance Company
UnitedHealthcare Insurance Company of Illinois
UnitedHealthcare Insurance Company of New York
UnitedHealthcare Insurance Company of the River Valley
UnitedHealthcare Insurance Designated Activity Company
UnitedHealthcare Integrated Services, Inc.
UnitedHealthcare Life Insurance Company
UnitedHealthcare of Alabama, Inc.
UnitedHealthcare of Arizona, Inc.
UnitedHealthcare of Arkansas, Inc.
UnitedHealthcare of Colorado, Inc.
UnitedHealthcare of Florida, Inc.
UnitedHealthcare of Georgia, Inc.
UnitedHealthcare of Illinois, Inc.
UnitedHealthcare of Kentucky, Ltd.
UnitedHealthcare of Louisiana, Inc.
UnitedHealthcare of Mississippi, Inc.
UnitedHealthcare of New England, Inc.
UnitedHealthcare of New Mexico, Inc.
UnitedHealthcare of New York, Inc.
UnitedHealthcare of North Carolina, Inc.
UnitedHealthcare of Ohio, Inc.
UnitedHealthcare of Oklahoma, Inc.
UnitedHealthcare of Pennsylvania, Inc.
UnitedHealthcare of Texas, Inc.
UnitedHealthcare of the Mid-Atlantic, Inc.
UnitedHealthcare of the Midlands, Inc.
UnitedHealthcare of the Midwest, Inc.
UnitedHealthcare of Utah, Inc.
UnitedHealthcare of Washington, Inc.
UnitedHealthcare of Wisconsin, Inc.
UnitedHealthcare Plan of the River Valley, Inc.
USABLE Mutual Insurance Company d/b/a Arkansas Blue Cross and Blue Shield
Verimed IPA, LLC, c/o MSP Recovery Claims, Series LLC
Vidamax Medical Center (Fictitious name) for St. Jude Medical Group Corp., c/o MSP
Recovery Claims, Series LLC
WellCare Health Plans, Inc.
WellCare Health Plans, Inc. Self-Funded Groups
Wellmark Blue Cross and Blue Shield
Wisconsin Collaborative Insurance Company

2020 EXCLUSIONS (EXCLUDED FROM SETTLEMENT CLASS)

Blue Cross Blue Shield of South Carolina
Blue Cross Blue Shield of South Carolina on behalf of its self-funded groups
ConnectiCare, Inc., c/o MSP Recovery Claims, Series LLC
Medco Containment Insurance Company of New York
Medco Containment Life Insurance Company
Molina Healthcare Inc.
Molina Healthcare of California
Molina Healthcare of Florida, Inc.
Molina Healthcare of Illinois, Inc.
Molina Healthcare of Kentucky, Inc.
Molina Healthcare of Michigan, Inc.
Molina Healthcare of Missouri, Inc.
Molina Healthcare of Mississippi, Inc.
Molina Healthcare of New Mexico, Inc.
Molina Healthcare of New York, Inc.
Molina Healthcare of Ohio, Inc.
Molina Healthcare of Puerto Rico, Inc.
Molina Healthcare of South Carolina, Inc.
Molina Healthcare of Texas, Inc.
Molina Healthcare of Utah, Inc.
Molina Healthcare of Virginia, Inc.
Molina Healthcare of Washington, Inc.
Molina Healthcare of Wisconsin, Inc.