

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY (NEWARK)**

Stephen Giercyk, Ajay Das and James and Emma Imes on behalf of themselves and all other similarly situated,	:	
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	:	
Plaintiffs,	:	
	:	
v.	:	
	:	
National Union fire Insurance Company of Pittsburgh, PA, d/b/a National Union Fire Insurance Company, a division of American International Group, Inc. (AIG), Healthextras, Inc., Healthextras Benefits Administrators, Inc., Catamaran Health Solutions, LLC f/k/a Catalyst Health Solutions, Inc., Healthextras Insurance Agency, Inc., American International Group, Inc., d/b/a Group Insurance Trust, for the account of Healthextras, Alliant Insurance Services, Inc., f/k/a Driver Alliant Insurance Services, Inc., Alliant Services Houston, Inc., f/k/a JLT Services Corporation, and Alliant Insurance, Services Houston, LLC, f/k/a Capital Risk, LLC and f/k/a Jardine Lloyd Thompson, LLC, and Virginia Surety Company, Inc.	:	Civil Action No: 2:13-cv-6272-MCA-MAH
	:	
	:	
	:	
	:	CLASS ACTION
	:	
	:	JOINT MOTION FOR ENTRY OF SETTLEMENT BAR ORDER
	:	
	:	
Defendants.	:	

The Parties¹ hereby jointly move the Court for entry of a Settlement Bar Order barring Contribution Claims by Non-Settling Parties against the Defendant Released Parties. The grounds for this motion are as follows:

1. On October 13, 2016, this Court granted preliminary approval of a Settlement Agreement and General Release (the “Settlement Agreement”) resolving the above-captioned matter as well as related actions in other jurisdictions. (Dkt. 268.)

¹ Unless otherwise stated, capitalized terms used herein are intended to have the same meanings assigned to them in the Settlement Agreement.

2. Contemporaneously with the filing of this motion, Plaintiffs are moving this Court for final approval of the Settlement Agreement.

3. Pursuant to the Settlement Agreement, if any Class Member obtains a judgment, award, recovery, or settlement on any claim against any person or entity not included in the Defendant Released Parties (a “Non-Settling Party”) that arises out of or relates to the Benefits Programs, the Actions, or the claims asserted therein, such Non-Settling Party shall be entitled to a reduction of such judgment, award, recovery, or settlement in the amount necessary to extinguish, discharge, satisfy or otherwise preclude any Contribution Claim the Non-Settling Party would otherwise be entitled to bring against any of the Defendant Released Parties (the “Judgment Reduction Amount”). (Dkt. 262-2 at Pages 46-48 of 110, Settlement Agreement ¶ 7.1.)

4. The “Judgment Reduction” provisions of the Settlement Agreement are incorporated into the proposed Final Judgment and Order filed in connection with Plaintiffs’ motion for preliminary approval of the Settlement Agreement, which Plaintiffs now are moving this Court to enter. (Dkt. 262-4, Page 8-10 of 12, [proposed] Final Judgment and Order ¶ 19.)

5. The “Judgment Reduction” provisions of the Settlement Agreement and proposed Final Judgment and Order contemplate the entry of, a separate Settlement Bar Order (the “Bar Order”). (Dkt. 262-2 at Pages 46-48 of 110, Settlement Agreement ¶ 7.1; Dkt. 262-4 at Page 8-10 of 12, [proposed] Final Judgment and Order ¶ 19.)

6. Pursuant to the Settlement Agreement, the Parties are moving the Court for entry of the Bar Order in connection with Plaintiffs’ motion for final approval of the Settlement Agreement. (See Dkt. 262-2, Page 48 of 110, Settlement Agreement ¶ 7.2.)

7. The proposed Bar Order bars any Non-Settling Party from commencing, prosecuting, or asserting any “Contribution Claim” (as that term is defined in the Settlement

Agreement and Bar Order) against the Defendant Released Parties. (Dkt. 262-2, Page 46-48 of 110, Settlement Agreement ¶¶ 7.1 and 7.2; *id.* at Pages 87-89 of 110, Settlement Bar Order.)

8. Good cause exists for entry of the Bar Order, because under the “Judgment Reduction” provisions of the proposed Final Judgment and Order, any judgment, award, recovery, or settlement by any Class Member against a Non-Settling Party will be reduced by the same amount necessary to satisfy any Contribution Claim that shall be barred under the Bar Order. Thus, in tandem with the corresponding Judgment Reduction provisions of the Final Judgment Order, the Bar Order facilitates a final settlement among the Parties while causing no prejudice to any Non-Settling Party.

Respectfully submitted this 5th day of April 2017.

/s/ Kenneth J. Grunfeld

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