

g. Enjoining all Releasors from asserting any Released Claim against any Releasee.

7. **Review of Filings and Other Settlement-Related Documents.** All motions, pleadings, filings, reports, forms, and other documents related to approval or performance of the settlement shall be submitted to Settling Defendants for reasonably prompt comment as to form and content prior to submission or transmission to the Court and/or Class Members. This includes, but is not limited to, the Preliminary Approval Motion, the Notice Motion, the Claim Process, the Final Approval Motion, the proposed Final Judgment and Order of Dismissal, and all exhibits thereto.

8. **Finality of Agreement.**

a. The Effective Date of the settlement shall be the latest date when all of the following events shall have occurred and shall be conditioned on the occurrence of all of the following events, and the Agreement shall become final upon the occurrence of all of the following events:

i. Execution of this Agreement;

ii. All monies to the Settlement Fund have been paid by Settling Defendants pursuant to this Agreement;

iii. Entry of the Preliminary Approval Order;

iv. Entry of the Class Notice Approval Order;

v. The deadline for Class Members to request exclusion from the settlement has passed;

vi. Entry of the Final Judgment and Order of Dismissal, following dissemination of Class Notice and the Final Fairness Hearing;

vii. The Final Judgment and Order of Dismissal becoming final per Paragraph 8.a.viii below;

viii. The time for appeal or to seek permission to appeal from the Final Judgment and Order of Dismissal expires, or if appealed, (1) such appeal is finally dismissed prior to resolution by the applicable court; (2) the Final Judgment and Order of Dismissal is affirmed in its entirety by the court of last resort to which such appeal may be taken; or (3) the Final Judgment and Order of Dismissal is modified, the Parties agree to the modifications and withdraw any pending appeals, and such document is finally entered; and

ix. Neither Class Representatives nor Settling Defendants have availed themselves of their respective rights to cancel and rescind the Agreement pursuant to this Paragraph 8 or Paragraphs 24, 28, 41, or 43 and the deadlines for doing so have passed.

b. For purposes of this Paragraph 8, an appeal of the Final Judgment and Order of Dismissal includes but is not limited to appeals as of right, discretionary appeals, interlocutory appeals, proceedings involving writs of certiorari or mandamus, and legally comparable appellate proceedings regardless of nomenclature (excluding any appeal related to the Fee and Expense Application or the Monitoring Committee Process).

c. Notwithstanding any other provision in this Paragraph 8, any proceeding, order, or motion for reconsideration, appeal, petition for a writ of certiorari or its equivalent, pertaining solely to any Plan of Distribution, Fee and Expense Application, and/or the actions of the Monitoring Committee shall not in any way delay or preclude the Effective Date.

d. Notwithstanding any other provision in this Paragraph 8, if the Final Judgment and Order of Dismissal as set forth in Paragraph 6 is modified by any court in a material way (*i.e.*, except solely as to any Plan of Distribution, Notice Plan, and/or Fee and Expense Application that does not have the effect of increasing Settling Defendants' financial obligation under this Agreement), Settling Defendants or Settlement Class Counsel (on behalf of the Settlement Classes) may rescind this Agreement subject to Paragraph 44.

e. For purposes of this Paragraph 8, this Agreement will become final upon the occurrence of all of the events listed in Paragraph 8.a even if the Monitoring Period has not concluded.

9. **No Admission of Wrongdoing or Liability by Settling Defendants.**

a. Nothing in this Agreement will constitute or be construed as an admission of liability or wrongdoing by any Settling Defendant. Neither this Agreement (regardless whether it becomes final), nor the Final Judgment and Order of Dismissal, nor any and all negotiations, documents, or discussions associated with them, nor any proceedings undertaken in accordance with the terms set forth herein, shall be deemed or construed to be (i) an admission or concession by any of the Settling Defendants (or evidence thereof) in any action or proceeding of any kind whatsoever, civil, criminal, or otherwise, before any court, arbitrator, administrative agency, regulatory body, or any other body or authority, present or future, (ii) evidence of any violation of any statute or law or of any liability or wrongdoing whatsoever by any Settling Defendant, or (iii) evidence of the truth or validity of any of the claims or allegations contained in any complaint or any other pleading that Class Representatives or Class Members have or could have asserted against Settling Defendants, including without limitation that Settling Defendants have engaged in any conduct or practice that violates any antitrust statute, or other law, regulation, or obligation. Settling Defendants expressly deny any wrongdoing or liability whatsoever for any and all such claims and allegations.

b. Neither this Agreement, nor any of its terms or provisions, nor any statement or document made or filed in connection herewith, nor the fact of this Agreement, nor any of the negotiations or proceedings connected with it, nor any other action taken to carry out this Agreement by any Settling Defendant, shall be discoverable or be filed, referred to, offered as evidence or received in evidence, or otherwise used against Settling Defendants in any way, directly or indirectly, in any pending or future civil, criminal, or administrative action, arbitration, or proceeding whatsoever, except in a proceeding (i) to enforce this Agreement, (ii) to defend against the assertion of Released Claims, or (iii) regarding a Settling Individual Blue Plan's own insurance coverage related