

IN RE: MIRENA® IUD PRODUCTS LIABILITY  
LITIGATION

SUPERIOR COURT OF NEW  
JERSEY LAW DIVISION:

BERGEN COUNTY

*This Document Relates To:*

CASE NO. 297

MASTER DOCKET NO.:  
BER-L-4098-13

CIVIL ACTION

**FILED**  
JUN 01 2018  
RACHELLE L. HARZ  
J.S.C.

**ORDER APPOINTING LIEN RESOLUTION ADMINISTRATOR AND AUTHORIZING  
DISCLOSURE OF MIRENA CLAIMANTS' PROTECTED HEALTH INFORMATION**

Before the Court is the Uncontested Motion of the Authorized Plaintiffs' Counsel to Appoint a Lien Resolution Administrator and to Authorize Disclosure of Mirena Claimants' Protected Health Information (the "Motion"). Having considered the Motion, the record of these proceedings, the arguments and recommendation of the Authorized Plaintiffs' Counsel, and the requirements of law, the Court hereby **GRANTS** the Motion. Accordingly, pursuant to 45 C.F.R. § 164.512(a), (e)(1)(i),

**IT IS ORDERED** as follows:

1. Garretson Resolution Group ("GRG") is appointed as the Lien Resolution Administrator on behalf of all Mirena Claimants who may receive settlement payments under the Confidential Master Settlement Agreement by and between the Bayer Defendants and the Authorized Plaintiffs' Counsel to settle the Mirena Claims of the Mirena Claimants, as those terms are defined in the Confidential Master Settlement Agreement.<sup>1</sup>

<sup>1</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Confidential Master Settlement Agreement.

2. GRG, as the Lien Resolution Administrator, is authorized to act as the agent for all Mirena Claimants for the purpose of identifying and resolving potential liens or recovery claims for medical items, services, and/or prescription drugs related to any potential settlement payments under the Confidential Master Settlement Agreement with all Healthcare Entities in any manner deemed necessary or advisable by GRG, including, but not limited to, (a) *en masse* data submissions with Healthcare Entities for the purpose of identifying healthcare coverage and related claims itemizations for Mirena Claimants, and (b) accessing Internet-based healthcare coverage information sources, including, but not limited to, [www.mymedicare.gov](http://www.mymedicare.gov). GRG's obligation to resolve any such liens or recovery claims, however, shall be governed by the terms of GRG's contract(s) with Authorized Plaintiffs' Counsel and/or the Mirena Claimants, as applicable, and nothing in this Order shall be construed to impose any duties or obligations on GRG. For the purpose of implementing and complying with this Order, GRG shall have the authority to identify an individual as a Mirena Claimant to a Healthcare Entity, and a Healthcare Entity shall be entitled to rely on GRG's representation.

3. GRG, as the Lien Resolution Administrator, is exclusively authorized to develop and administer a uniform and consolidated process with the Centers for Medicare and Medicaid Services ("CMS") for the global identification and resolution of Medicare Part A and/or Part B fee-for-service reimbursement claims on behalf of all Mirena Claimants who are or were Medicare beneficiaries.

4. Any Healthcare Entity who receives a request from GRG, in the performance of its functions and duties as the Lien Resolution Administrator, for a Mirena Claimant's Protected Health Information is authorized and required to disclose that information to GRG in response to the request. If GRG requests that the Healthcare Entity disclose Mirena Claimants' Protected

Health Information in a list or other aggregated format, the Healthcare Entity may disclose the Mirena Claimants' Protected Health Information to GRG in the format requested in lieu of submitting such information on a case-by-case basis.

5. GRG is authorized to disclose a Mirena Claimant's Protected Health Information to Healthcare Entities in the performance of its functions and duties as the Lien Resolution Administrator. In making such disclosures, GRG is authorized to disclose Mirena Claimants' Protected Health Information to Healthcare Entities in lists or other aggregated formats in lieu of submitting such information on a case-by-case basis.

6. Consistent with 45 C.F.R. § 164.512(a), (e)(1)(i), HIPAA authorizations are not required for any disclosure requested or made pursuant to this Order.

7. As used herein, "HIPAA" shall mean the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, 110 Stat. 1936 (1996) and the implementing regulations issued thereunder, 45 C.F.R. Parts 160, 162, and 164, and shall incorporate by reference the provisions of the Health Information Technology for Economic and Clinical Health Act (Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (2009)).

8. As used herein, "Healthcare Entity" means any Governmental Payor, Medicare Part C or Part D Program sponsor, other private health plan (whether insured or self-funded), payor, or provider, or other Covered Entity, and any Business Associate of one of the foregoing persons or entities.

9. As used herein, "Governmental Payor" means any federal, state or other governmental body, agency, department, plan, program, or entity that administers, funds, pays, contracts for, or provides medical items, services, and/or prescription drugs. These include the

federal Medicare fee-for-service (Parts A and B) program administered by CMS; the Medicare Secondary Payer Department; the Medicaid programs of each state and territory and of the District of Columbia; the Veterans Administration; the Defense Health Agency (previously managed by TRICARE); and Indian Health Services.

10. As used herein, "Medicare Part C or Part D Program" means the program(s) under which Medicare Advantage, Medicare cost, and Medicare health care prepayment plan benefits and Medicare Part D prescription drug plan benefits are administered by private entities that contract with CMS.


11. As used herein, "Covered Entity" has the meaning set forth in 45 C.F.R. § 160.103.

12. As used herein, "Business Associate" has the meaning set forth in 45 C.F.R. § 160.103.

13. As used herein, "Protected Health Information" has the meaning set forth in 45 C.F.R. § 160.103.

14. This Order does not and shall not be construed to impose any obligations, financial or otherwise, on defendants. The Mirena Claimants shall bear all costs and take all actions required in connection with the foregoing.

SIGNED AND ENTERED this 1<sup>st</sup> day of June, 2018.

  
Rachelle Harz, J.

**RACHELLE L. HARZ, J.S.C.**