IN RE: YAZ®/YASMIN®/OCELLA® PRODUCT LIABILITY LITIGATION	X : : :	**SUPERIOR COURT OF NEW JERSEY LAW DIVISION: BERGEN COUNTY** **CASE NO. 287** **CIVIL ACTION**
This Document Applies to All Cases	X	

FILED

MAR 15 2013

BRIAN R. MARTINOTTI, J.S.C.

CASE MANAGEMENT ORDER 40
(Settlement Agreement and Deadlines – Gallbladder Injuries)

This Court is advised that Bayer Healthcare Pharmaceuticals Inc. ("BHCP") and a committee of plaintiffs' counsel appointed by this Court in cooperation with the U.S. District Court for the Southern District of Illinois in MDL No. 2100 ("MDL 2100"), and the state court Judges in the Philadelphia and California coordinated proceedings ("Negotiating Plaintiffs Counsel" or "NPC") have negotiated a Settlement Agreement ("Agreement") to resolve claims involving gallbladder injuries. The Agreement is attached as Exhibit A to this Order. The Agreement establishes a program (the "Gallbladder Resolution Program" or "Program") for the settlement of cases filed in this Court, MDL No. 2100, cases pending in other federal courts but not yet transferred into MDL No. 2100 ("Other Federal Court Cases"), and cases filed in the California Coordinated Proceedings, and the Philadelphia Coordinated Proceedings as well as any other state courts ("State Cases"), in which plaintiff(s) alleges gallbladder disease and/or gallbladder injuries, either alone or in combination with other injuries, resulting from the use of drospirenone-containing oral contraceptives manufactured by Bayer or manufactured or marketed by BarrTeva, as defined in the Agreement ("Gallbladder Plaintiffs").

I. AUTHORITY OF COURT TO OVERSEE SETTLEMENT

This Court has authority to preside over and manage various aspects of the Agreement and the Gallbladder Resolution Program, including, but not limited to, the entry of Orders establishing time frames for the completion of acts defined in the Agreement. The instructions herein are to be construed as the orders of this Court.

II. NOTICE

All Gallbladder Plaintiffs with cases pending in this Court ("NJ Gallbladder Plaintiffs") that have been filed and served on Defendants as of the "Filing Deadline," set forth in this Order, shall be given notice of this Order and of the Agreement. A list of all cases currently on file in which the plaintiff alleges a gallbladder injury, either alone or in combination with another injury, is attached as Exhibit B to this Order.

III. NJ GALLBLADDER CASES

NJ Gallbladder Plaintiffs are permitted to enroll in, and be bound by the terms of, the Gallbladder Resolution Program. NJ Gallbladder Plaintiffs who intend to participate in the Gallbladder Resolution Program must submit a "Notice of Intent to Opt In Form," attached as Exhibit C (Appendix B-2) to this Order by the "Opt-In Deadline" set forth in this Order (and extended as applicable under the terms of the Agreement). NJ Gallbladder Plaintiffs who submit a "Notice of Intent to Opt In Form" shall submit a completed Claim Package, as detailed in the Agreement, by the Claim Package Deadline, extended as appropriate to the Cure Deadline, to be eligible for an award under the Gallbladder Resolution Program.

By submitting a Notice of Intent to Opt In Form, plaintiffs who have alleged other injuries, including venous or arterial thromboembolism injuries, in addition to a gallbladder injury, will be bound by the terms of the Gallbladder Resolution Program and will be releasing all claims, including their non-gallbladder injury.

The claims of NJ Gallbladder Plaintiffs who submit a "Notice of Intent to Opt In Form," but who do not timely submit a complete Claim Package, will not be eligible to receive any compensation under the Program and will be subject to a motion by Defendant for dismissal with prejudice following the Cure Deadline as set forth in the Agreement. This Court shall retain jurisdiction over NJ Cases, and exclusive jurisdiction over the termination of Plaintiff rights to sue Defendants in those cases.

IV. SETTLEMENT PROGRAM DEADLINES

March 25, 2013 (by 11:59 p.m. C.T.) **(the "Filing Deadline")**	Date by which claimants must file and serve new cases alleging a gallbladder injury or gallbladder disease, subject to the requirements of Sections V and VI below, in order to be eligible for participation in the Gallbladder Resolution Program.
March 15, 2013 to 11:59 p.m. C.T. on April 29, 2013 **(the "Opt-In Deadline")**	Window of time in which NJ Gallbladder Plaintiffs may elect to participate in the Gallbladder Resolution Program by submitting the "Notice of Intent to Opt In Form." An extension of thirty (30) days to the Opt-In Deadline may be sought from the Claims Administrator in accordance with the terms of the Agreement. In addition to such thirty (30) day extension for individual plaintiffs seeking such an extension, the Claims Administrator, in the Claims Administrator's discretion, may allow an additional twenty (20) days for plaintiffs to opt in to the Gallbladder Resolution Program under the terms of the Agreement.
11:59 p.m. C.T. on the 30th day following the last day of the final extension of the Opt In Deadline for opting into the Gallbladder Resolution Program **(the "Effective Date")**	Date by which BHCP may exercise its termination right under the Agreement. If BHCP's termination right under the Agreement expires without previously having been exercised, this date shall become the Effective Date of the Agreement.

Ninety (90) days from the Effective Date (the "Claim Package Deadline")	Window of time in which Gallbladder Resolution Program participants may submit Claim Packages seeking an award under the Gallbladder Resolution Program.
Thirty (30) days after Notice sent by Claims Administrator notifying of Claims Package deficiencies (the "Cure Deadline")	Date by which a Gallbladder Resolution Program participant must cure deficiencies in her Claims Package. A claimant may seek an extension of an additional thirty (30) days from the Claims Administrator in accordance with the terms of the Agreement.

V. FORM SUBMISSION

1. "Notice of Intent to Opt In Forms" must be submitted in one of the following ways:Online at www.yazofficialsettlement.com, in accordance with instructions provided therein by the Claims Administrator;

-or-

2. By email to all of the following:

   (a) OptInOptOutNotice@yazofficialsettlement.com (Claims Administrator)
   (b) OptInOptOutNotice@shb.com (BHCP's counsel)
   (c) YazGBClaimNotice@uselaws.com (NPC);

-or-

3. By United States Mail or other carrier, return receipt requested, to all of the following:

Claims Administrator:	BHCP's counsel:	NPC:
Yaz Settlement Claims Administrator BrownGreer PLC P.O. Box 85006 Richmond, VA 23285-5006	Jeff Fields Shook, Hardy & Bacon L.L.P. 2555 Grand Blvd. Kansas City, MO 64108-2613	Roger C. Denton Schlichter, Bogard & Denton, LLP 100 South Fourth St., Ste 900 St. Louis, MO 63102

VI. SERVICE OF PROCESS AND ATTORNEY DECLARATIONS FOR NEW CASES FILED BETWEEN THE EXECUTION DATE OF THE AGREEMENT AND THE FILING DEADLINE

In order to be eligible for participation in the Gallbladder Resolution Program, for all new cases alleging a gallbladder injury or gallbladder disease filed in this Court and served on BHCP as set forth below, between **March 15, 2013 (the Execution Date of the Agreement) and 11:59 p.m. on March 25, 2013 (the Filing Deadline)**, such Complaints must be accompanied by a declaration, in a form substantially similar to the form attached as Exhibit D (Appendix G) to this Order, from the attorney or attorneys filing the Complaint, affirming that such Plaintiff had signed a retainer agreement with that attorney or his or her law firm **prior to March 15, 2013**. Service upon BHCP of such new Complaints alleging a gallbladder injury or gallbladder disease filed in this Court between March 15, 2013 and the Filing Deadline, must be made on or before the Filing Deadline by one of the following methods:

1. By email to: ServeBayer@shb.com; or
2. By United States Mail or other carrier, post-marked on or before the Notice Deadline as set forth above, return receipt requested, to the following:

   Douglas Beck
   Shook, Hardy & Bacon L.L.P.
   2555 Grand Blvd.
   Kansas City, Missouri 64108-2613

For purposes of participation in the Gallbladder Resolution Program no other service is necessary, and Plaintiffs need not name, and may not serve, any entity other than BHCP in accordance with the procedures specified in this Section.

VII. SERVICE OF COMPLAINTS FILED BEFORE THE EXECUTION DATE OF THE AGREEMENT BUT NOT SERVED BY THE DATE OF THIS ORDER

So that the parties, and this Court, can have an accurate census of the cases in this litigation, if a case alleging gallbladder disease and/or gallbladder injury, either alone or in combination with another injury (unless that injury is an arterial thromboembolism or venous thromboembolism), has been filed in this Court and has not yet been served on the Defendant ("Filed But Unserved Cases"), Counsel of Record for that case shall serve the case on BHCP **within ten (10) days of the entry of this Order (by March 25, 2013)** in accordance with the service procedures set forth above in Section VI. All Filed But Unserved Cases shall be subject to a motion to dismiss with prejudice for failure to comply with this Order if not timely served, and will thereupon be dismissed with prejudice unless counsel can demonstrate good reason for noncompliance with this Order. For cases alleging all other injuries, the existing service of process procedures shall apply, as set forth in Amended CMO 20 and CMO 22.

VIII. APPOINTMENT OF SPECIAL MASTER

The Court, by this Order, and upon request and consent of the parties, appoints Professor Stephen Saltzburg as Special Master to hear motions to dismiss claims that fail to comply with the terms of the Agreement, and to recommend to this Court rulings on such motions, as specified in the Agreement.

Date: 15 MARCH 2013

Hon. Brian R. Martinotti, J.S.C.

Exhibit A

SETTLEMENT AGREEMENT

This Settlement Agreement, dated March 15, 2013 (the "Execution Date"), is entered into by and between (i) Bayer HealthCare Pharmaceuticals Inc. ("BHCP"), and (ii) the plaintiffs' counsel listed in the signature pages hereto under the heading "Negotiating Plaintiffs' Counsel" ("NPC").

All capitalized terms used herein shall have the meanings ascribed to them, respectively, either where they are first used (set off in parentheses and quotations and underscored) or where they appear in Article XIII below.

RECITALS

A. This Settlement Agreement pertains to (1) *In Re: Yasmin and YAZ (Drospirenone) Marketing, Sales Practices and Products Liability Litigation, MDL No. 2100* (the "MDL"), a federal multi-district litigation venued in the United States District Court for the Southern District of Illinois (the "MDL Court"); (2) any other federal court proceedings pertaining to actions, disputes, and claims asserted against Defendants regarding the use of drospirenone-containing oral contraceptives manufactured by Bayer or manufactured or marketed by BarrTeva (collectively, "DCOCs"), either pending in that court or removed therefrom and awaiting transfer to the MDL (collectively, the "Other Federal Court Proceedings"), and (3) *In re Yaz, Yasmin and Ocella Contraceptive Cases, Case No. JCCP 4608* (Superior Court of the State of California, County of Los Angeles) (the "California Coordinated Proceedings"), In RE: Yaz/Yasmin/Ocella Litigation, BER-L-3572-10 (Superior Court, Law Division, Bergen County) (the "New Jersey Coordinated Proceedings"), and *In re: Yaz/Yasmin/Ocella/Gianvi Products Liability Litigation*, September Term, 2009. No 1307 (Court of Common Pleas of Philadelphia County, Trial Division-Civil) (the "Philadelphia Court of Common Pleas Coordinated Proceeding") pending in their respective courts (collectively, the "State Coordinating Courts"). The Gallbladder Resolution Program established pursuant to this Settlement Agreement also is open to Claimants in any and all other state court proceedings pertaining to actions, disputes, and claims asserted against Defendants regarding the use of DCOCs (together with the cases pending in the State Coordinating Courts, the "State Court Proceedings").

B. NPC, having been duly authorized by the MDL Court or the applicable State Coordinating Court, and BHCP have agreed to establish a private settlement program to resolve certain Claims (the "Gallbladder Resolution Program" or the "Program"). The terms "Claim" or "Claims", as the context may require, means any actions, disputes, and claims asserted against Defendants that constitute: (i) part of the MDL; (ii) part of any Other Federal Court Proceeding; or (iii) part of any State Court Proceeding, in each case alleging (in a complaint, in a Plaintiff Fact Sheet, or in both) a Gallbladder Injury (either alone or in combination with some other injury) resulting from the use of DCOCs. The Program is limited to Claims in the MDL (the "MDL Cases"), in the Other Federal Court Proceedings, and in the State Court Proceedings, as were filed prior to the Execution Date and to any such Claims that may be filed on or after the Execution Date, but prior to the Filing Deadline, as to which a Declaration of Counsel timely has been submitted. MDL Claimants, other than those alleging a VTE or ATE Injury in addition to a Gallbladder Injury, are automatically enrolled in the Program and will remain so unless they opt

out of the Program pursuant to the terms set forth in this Agreement. MDL Claimants alleging a VTE or ATE Injury in addition to a Gallbladder Injury, Federal Claimants, and State Claimants may opt into the Program pursuant to the terms set forth in this Agreement.

C. BHCP denies any liability or wrongdoing and asserts that it, and the other Defendants, have meritorious affirmative defenses to these lawsuits. This Agreement, accordingly, will not be construed as evidence of, or as an admission by Defendants of, any fault, liability, wrongdoing, or damages whatsoever.

D. This Agreement is limited to the particular facts of the specific injuries and issues involved in the Yaz/Yasmin/Ocella litigation, MDL No. 2100, and the state coordinated actions. The Parties agree and understand that this Agreement shall not be used, cited, or relied upon in any manner in any future cases or settlements without the express approval of the NPC and BHCP.

E. All sums awarded under this Agreement, however, constitute damages on account of personal physical injuries or sickness, within the meaning of §104(a)(2) of the Internal Revenue Code. There is, however, no guarantee that every person who has made a claim or filed a lawsuit will be compensated under the terms of this Agreement.

BHCP and NPC hereby agree as follows:

Article I. Program Enrollment

Section 1.01 MDL Enrollment Procedures

(A) All Eligible MDL Claimants, as defined in Article XIII, other than those alleging a VTE or ATE Injury in addition to a Gallbladder Injury, are automatically enrolled in the Program and constitute MDL Participants unless they submit the "Notice of Intent to Opt Out Form", contained in Appendix B-1, on or before the Opt Out Deadline, as defined in Section 1.04.

(B) An Eligible MDL Claimant who has alleged a VTE or ATE Injury, in addition to a Gallbladder Injury, is not automatically enrolled in the Program but shall be entitled to enroll in the Program and become an MDL Participant by submitting a "Notice of Intent to Opt In Form," contained in Appendix B-2, on or before the Opt In Deadline, as defined in Section 1.04, applicable to the Claimant. Submission of the "Notice of Intent to Opt In Form" shall be irrevocable after the Opt In Deadline applicable to the Claimant. By enrolling in the Program, any Claimant will be releasing all claims against all Defendants (including any and all Bayer Defendants), including their claims alleging a VTE or ATE Injury.

(C) Eligible MDL Claimants who are automatically enrolled in the Program and who do not timely opt out and Eligible MDL Claimants who, pursuant to Section 1.01(B), submit a Notice of Intent to Opt In Form shall be bound by the terms of this Agreement and must submit a Claim Package

on or before the Claim Package Deadline to be eligible for an award under the Program.

Section 1.02 Federal Case Enrollment Procedures

(A) Eligible Claimants who have Federal Cases pending in federal court other than the MDL Court, or whose cases have been removed therefrom and are awaiting transfer to the MDL, are not automatically enrolled in the Program but are eligible to participate in the Program. Such Eligible Claimants who wish to enroll in the Program and be bound by the terms of this Agreement must submit the "Notice of Intent to Opt In Form", contained in Appendix B-2, on or before the Opt In Deadline applicable to the Claimant in the manner set forth in Section 1.04(B) below. Submission of the "Notice of Intent to Opt In Form" shall be irrevocable after the Opt In Deadline applicable to the Claimant, shall bind the Claimant submitting the form to the terms and conditions of this Agreement, and shall constitute affirmative acceptance of the jurisdiction of the Special Master and the MDL Court (or the state court where the case was filed or would have jurisdiction should the federal court where the case was filed and the MDL Court lack subject matter jurisdiction) for all matters and decisions relative to this Agreement.

(B) Failure to timely submit a "Notice of Intent to Opt In Form" in the manner required will bar such an Eligible Claimant from potential recovery of an award under the Program.

Section 1.03 State Case Enrollment Procedures

(A) Eligible Claimants who have State Cases pending in state court are not automatically enrolled in the Program but are eligible to participate in the Program. Such Eligible Claimants who wish to enroll in the Program and be bound by the terms of this Agreement must submit the "Notice of Intent to Opt In Form" on or before the Opt In Deadline applicable to the Claimant in the manner set forth in Section 1.04(B) below. Submission of the "Notice of Intent to Opt In Form" shall be irrevocable after the Opt In Deadline applicable to the Claimant, shall bind the Claimant submitting the form to the terms and conditions of this Agreement, and shall constitute affirmative acceptance of the jurisdiction of the Special Master and the MDL Court (or the state court where the case is pending or where jurisdiction would have been proper should the MDL Court lack subject matter jurisdiction) for all matters and decisions relative to this Agreement.

(B) Failure to timely submit a "Notice of Intent to Opt In Form" in the manner required will bar such an Eligible Claimant from potential recovery of an award under the Program.

Section 1.04 Opt In and Opt Out Deadlines

(A) NPC and BHCP, jointly, shall petition the MDL Court and each of the state court judges presiding over coordinated proceedings for a case management order to implement certain deadlines and other provisions of this Agreement and to provide notice of this Agreement, in the form attached hereto as Appendix A ("Implementing CMO"), as modified in the state courts to conform to state practice.

(1) The Implementing CMO shall set forth 11:59 p.m. C.T. on the later of (x) April 29, 2013, or (y) May 29, 2013, if, on or before April 29, 2013, the Eligible Claimant has provided to the Claims Administrator a reasonable justification for requiring more than a 45-day period to opt out (as determined by the Claims Administrator in good faith), as the time and date by which MDL Claimants who elect to opt out of the Program must submit the "Notice of Intent to Opt Out Form" contained in Appendix B-1 (as applicable, the "Opt Out Deadline").

(2) The CMO shall also set forth 11:59 p.m. C.T. on the later of (x) April 29, 2013, (y) May 29, 2013, if, on or before April 29, 2013, the Eligible Claimant has provided to the Claims Administrator a reasonable justification for requiring more than a 45-day period to opt in (as determined by the Claims Administrator in good faith), or (z) June 18, 2013, if the Claims Administrator shall determine that, for any reason in its discretion, any Eligible Claimants need an additional twenty (20) days to opt in, as the time and date by which Eligible MDL Claimants alleging a VTE or ATE Injury in addition to a Gallbladder Injury, Federal Claimants, and State Claimants, who elect to participate in the Program, must submit the "Notice of Intent to Opt In Form" contained in Appendix B-2 (as applicable, the "Opt In Deadline").

(B) The "Notice of Intent to Opt Out Form" and the "Notice of Intent to Opt In Form", as the context requires, must timely be submitted in one of the following ways:

(1) Preferred option for submission: Online in accordance with instructions provided by the Claims Administrator. *See* www.yazofficialsettlement.com.

or

(2) By email to all of the following:

(a) optinoptoutnotice@yazofficialsettlement.com (Claims Administrator);

(b) OptInOptOutNotice@shb.com (BHCP's counsel); and

(c) YazGBClaimNotice@uselaws.com (NPC);

or

(3) By United States Mail or other carrier, post-marked on or before the relevant Opt In Deadline or Opt Out Deadline, return receipt requested, to all of the following:

(a) Claims Administrator

Yaz Settlement Claims Administrator
BrownGreer PLC
P.O. Box 85006
Richmond, VA 23285-5006

and

(b) BHCP's counsel

Jeff Fields
Shook, Hardy & Bacon L.L.P.
2555 Grand Blvd.
Kansas City, MO 64108-2613

and

(c) NPC

Roger Denton
Schlichter, Bogard & Denton, LLP
100 South Fourth Street, Ste 900
St. Louis, MO 63102

Section 1.05 Eligible Claimants

(A) Only Eligible Claimants may participate in the Program. "Eligible Claimant" means all claimants (or their personal representatives) who: (a) have cases filed, as of the Execution Date, in (i) the MDL Court, (ii) any Other Federal Court Proceeding; or (iii) any State Court Proceeding, in each case alleging (in a complaint, in a Plaintiff Fact Sheet, or in both) a Gallbladder Injury (either alone or in combination with some other injury) resulting from the use of a DCOC; or (b) file and serve a case on or before March 25, 2013 (i.e., the Filing Deadline) in the MDL Court, any other federal court, or any state court, in each case alleging (in a complaint, in a Plaintiff Fact Sheet, or in both) a Gallbladder Injury resulting from the use

of a DCOC, together with a Declaration of Counsel, contained in Appendix G.

(B) Service on BHCP of the complaint and Declaration of Counsel must be made by U.S. mail or other carrier, postmarked prior to 11:59 p.m. C.T. on March 25, 2013, return receipt requested, to:

Douglas Beck
Shook, Hardy & Bacon L.L.P.
2555 Grand Blvd.
Kansas City, MO 64108-2613

or

by email (prior to 11:59 p.m. C.T. on March 25, 2013) to:

ServeBayer@shb.com

For purposes of participation in this Agreement no other service is necessary, and Plaintiffs need not name, and may not serve, any entity other than BHCP in accordance with the procedures specified in this Section 1.05(B).

(C) On the same date that the MDL Court posts on the CM/ECF system the Implementing CMO together with the Agreement (i.e., the Execution Date), State-Federal liaison counsel previously appointed by the MDL Court for the California Coordinated Proceedings, the New Jersey Coordinated Proceedings, and the Philadelphia Court of Common Pleas Coordinated Proceedings, or their designee(s), shall provide electronic notice to all plaintiffs in their respective jurisdictions who have filed cases alleging injury from the use of DCOCs, by transmitting this Agreement and any implementing orders. BHCP agrees to cooperate with each State-Federal liaison counsel, their designee, or the relevant NPC member(s) to provide a list of all plaintiffs' counsel in the respective jurisdictions. Any delay in providing such notice shall not extend the Filing Deadline.

Article II. Funding Obligations

Section 2.01 Settlement Funds

(A) BHCP shall deposit into the Qualified Settlement Fund only those funds necessary for the payment of settlement awards in accordance with the terms hereof. Payments shall be made on an as needed basis within thirty (30) days of receiving a report from the Claims Administrator articulating the amount necessary to pay those Program Participants who have submitted Eligible Claims that have been approved for payment by the Claims Administrator, subject to Section 2.01(C) (such aggregate amount as is finally deposited into the Qualified Settlement Fund being referred to

herein as the "Settlement Funds"). The Claims Administrator shall make periodic reports for the purpose of directing BHCP's obligation to make deposits into the Qualified Settlement Fund every 30 days.

(B) NPC agree that the amount of the settlement awards and the Settlement Funds are fair and reasonable under the circumstances. The Settlement Funds shall be paid by BHCP.

(C) The total of all settlement awards payable under this Agreement shall be subject to a cap of Twenty Four Million Dollars ($24,000,000.00) (the "Cap") and in no event shall the aggregate of all Settlement Funds exceed the Cap. In the event the total of all awards under this Agreement would exceed the Cap, the Claims Administrator will reduce the awards under this Agreement as follows:

(1) First, the total amount of awards to be paid, absent the Cap, shall be determined under this Agreement. This amount is the "Pre-Cap Total."

(2) Second, if the Pre-Cap Total exceeds the Cap all awards shall be reduced proportionately by a discount factor as follows:

(a) The Cap will be divided by the Pre-Cap Total, resulting in the discount factor;

(b) Tier 1 Awards will be determined by multiplying $3,000 by the discount factor; and

(c) Tier 2 Awards will be determined by multiplying $2,000 by the discount factor.

(D) Any term of this Agreement, or of the Qualified Settlement Fund Agreement, to the contrary notwithstanding, in no event shall BHCP, or any other Defendant, have any obligation to make payments into the Qualified Settlement Fund unless and until (i) the Qualified Settlement Fund shall have been duly approved by the MDL Court, (ii) the Effective Date shall have occurred, and (iii) the other requirements set forth in this Agreement have been satisfied. Further, Defendants shall have no financial obligations under this Agreement other than BHCP's express obligations to make payments into the Qualified Settlement Fund, to pay Administrative Expenses as set forth herein, and to pay any expenses relating to motions, appeals, or audit(s) as dictated by this Agreement. Defendants shall have no obligation to pay (or to make any payment on account of), or reimburse, any Persons for any attorneys' fees or costs or expenses incurred by any such Persons in connection with the Program. Defendants also shall have no responsibility for the management of the Qualified Settlement Fund or any Liability to any Persons arising from the handling of Claim Packages by the Claims Administrator.

Section 2.02 Qualified Settlement Fund

(A) In accordance with the terms of this Agreement, the Settlement Funds shall be deposited into the Qualified Settlement Fund and shall remain the property of the Qualified Settlement Fund. The Settlement Funds within the Qualified Settlement Fund will be held in a fiduciary capacity. The Qualified Settlement Fund shall comply with the Treasury Regulations Section 1.468B-1 *et seq.* regarding taxation and tax reporting obligations. The Qualified Settlement Fund shall be deemed to be in the custody of the MDL Court. The Qualified Settlement Fund shall remain subject to the jurisdiction of the MDL Court until such Settlement Funds are distributed in their entirety or upon further order of the MDL Court.

(B) BHCP and NPC wish to have the Qualified Settlement Fund maintained in as secure a manner as possible so that the Settlement Funds will be available to be paid to those who qualify for an award under the Program. UMB Bank is the financial institution that will hold the Settlement Funds. BHCP and NPC will consult as to the form of prudent investment vehicles to be used for investment of the funds. Once a tentative decision as to the form of investment has been made, BHCP and NPC shall jointly move the MDL Court for approval of the Qualified Settlement Fund. Any disagreement between BHCP and NPC as to the designation of the institution or the form of investment shall be resolved by the MDL Court.

(C) The NPC is solely responsible for securing the QSF Administrator's execution and delivery of the Qualified Settlement Fund Agreement and such Person's consent to the jurisdiction of the MDL Court, acknowledging that the chosen financial institution and the QSF Administrator alone have the obligation to manage the Settlement Funds. Periodic reports shall be made to the MDL Court of the interest earned, distributions made, and other matters involving the status of administration. Its management shall thereafter be subject to review by the MDL Court.

(D) BHCP shall in no way be responsible for the expenses of the QSF Administrator or the administration of the Qualified Settlement Fund. Said expenses, if any, may be paid out of the funds deposited and held in the Qualified Settlement Fund. BHCP shall in no way be associated with the administration of the Qualified Settlement Fund or be liable in respect of any dispute between or among any Program Participants and their respective counsel in respect of any costs, expenses, legal fees, or litigation costs to be deducted from the Qualified Settlement Fund.

Section 2.03 Tax Treatment of the Qualified Settlement Fund

(A) Treatment. To the fullest extent allowable under applicable law, the Qualified Settlement Fund shall be treated as being at all times a

"qualified settlement fund" within the meaning of Treasury Regulation §1.468B-1. The QSF Administrator and, as required, NPC and BHCP, shall timely make such elections as are necessary or advisable to carry out the provisions of this Section, including the "relation-back election" as defined in Treasury Regulation §1.468B-1, back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulation. It shall be the sole responsibility of the QSF Administrator to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

(B) Tax Returns. For the purpose of Section 468B of the Internal Revenue Code, the "administrator" shall be the QSF Administrator. The QSF Administrator shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Qualified Settlement Fund and the amounts held in the Qualified Settlement Fund including the returns described in Treasury Regulation §1.468B-2(k)(l). Such returns (as well as the election described in Section 468B) shall be consistent with Section 468B and in all events shall reflect that all taxes (including any estimated taxes, interest or penalties, or tax detriments) on the income earned by the Qualified Settlement Fund shall be paid exclusively out of the Qualified Settlement Fund, in accordance with Section 468B.

(C) Taxes and Tax Expenses. All (i) federal, state, or local taxes (including any estimated taxes, interest or penalties, or tax detriments) arising with respect to the income earned on or by the Qualified Settlement Fund, including any taxes, interest penalties, or tax detriments, that may be imposed upon Defendants with respect to any income earned on or by the Qualified Settlement Fund for any period during which the Qualified Settlement Fund (or any portion thereof) does not qualify as a "qualified settlement fund" for federal or state income tax purposes (hereafter referred to as "Taxes"), and (ii) expenses and costs incurred in connection with the administration of tax matters for the Qualified Settlement Fund and the operation and implementation of this Section (including expenses of tax attorneys or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this Section) (hereinafter referred to as "Tax Expenses"), shall be paid exclusively out of the Qualified Settlement Fund. The QSF Administrator shall notify NPC and BHCP in writing of the fact and amount of any such payment of Taxes or Tax Expenses out of the Qualified Settlement Fund (and any withholding pursuant to this Section).

(D) Cooperation. NPC and BHCP hereto agree to cooperate with the QSF Administrator, Claims Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Section.

Section 2.04 Claims Administration Expenses

(A) BHCP shall be responsible for paying the fees and expenses incurred by the Claims Administrator in administering the Program (the "Administrative Expenses"), except as otherwise expressly set forth in Section 5.05 below. For avoidance of doubt, BHCP shall not be responsible for paying the fees and expenses incurred by the QSF Administrator.

(B) Within three (3) Business Days after the end of each full calendar month following the Execution Date, the Claims Administrator shall submit to BHCP, in such form and in such detail as BHCP reasonably from time to time may specify, a report (each an "Expenses Report"), itemizing and certifying a list of all Administrative Expenses incurred during such calendar month. A copy of such Expenses Report shall be made available to the NPC for review.

(C) BHCP and each other Person incurring fees and costs shall pay the Administrative Expenses described in each Expenses Report within thirty (30) days of receipt thereof or as otherwise agreed as between that Person and the Claims Administrator.

Section 2.05 Tiers

(A) Claim Tiers

(1) "Tier 1 Claim" means a completed Claim Package submitted with Supporting Documentation indicating a Cholecystectomy according to Event Records.

(2) "Tier 2 Claim" means a completed Claim Package submitted with Supporting Documentation indicating a diagnosis of a Gallbladder Injury according to Medical Records, but no Cholecystectomy was performed.

(B) Award Tiers

(1) "Tier 1 Award" means a settlement award of up to $3,000.00 (subject to reduction by virtue of the Cap) to be paid in respect of a Tier 1 Claim in accordance with the terms of the Agreement.

(2) "Tier 2 Award" means a settlement award of up to $2,000.00 (subject to reduction by virtue of the Cap) to be paid in respect of a Tier 2 Claim in accordance with the terms of the Agreement.

Article III. Claim Package, Review and Payment

Section 3.01 Claim Package Deadline

Program Participants must submit a complete Claim Package, together with all Supporting Documentation, on or before 11:59 p.m. C.T. on the ninetieth (90th) day following the Effective Date (the "Claim Package Deadline") or, as applicable and subject to the terms of Section 3.05 below, the Cure Deadline. Failure to submit a complete Claim Package on or before the Claim Package Deadline or Cure Deadline, as applicable, shall subject the Program Participant's case to dismissal with prejudice upon motion by BHCP, or, if BHCP is not a Defendant in the case, any Defendant in such case, pursuant to Section 6.01 below. BHCP or the Claims Administrator will provide to the NPC the total number of Claim Packages following the Cure Deadline.

Section 3.02 Claim Package Submission

(A) Persons who did not ingest DCOCs may not submit a separate Claim Package under the Program. All Derivative Claims must be included as a part of the Claim Package submitted by or on behalf of the DCOC user.

(B) Claim Packages must be submitted to the Claims Administrator on or before the Claim Package Deadline in one of the following ways:

(1) Online in accordance with instructions provided by the Claims Administrator. *See* www.yazofficialsettlement.com; or

(2) By email to claimpackage@yazofficialsettlement.com (Claims Administrator); or

(3) By United States Mail or other carrier, post-marked on or before the Claim Package Deadline, return receipt requested, to the following:

Yaz Settlement Claims Administrator
BrownGreer PLC
P.O. Box 85006
Richmond, VA 23285-5006

(C) The Claims Administrator shall provide regular updates to BHCP and the NPC as to the submission, review and approval process. BHCP or NPC may request copies of the Claim Package or any other documentation submitted with the Claim Package from the Claims Administrator.

Section 3.03 Supporting Documentation

(A) A complete Claim Package must include:

(1) A completed and signed Claim Form contained in Appendix D;

(2) An executed Release contained in Appendix E-1;

(3) In the event of a plaintiff who asserts a Derivative Claim in the complaint filed by the Program Participant, an executed Release contained in Appendix E-2, instead of an executed Release contained in Appendix E-1, executed by the Program Participant and by any plaintiff who asserts a Derivative Claim in the complaint filed by the Program Participant. For avoidance of doubt, a release is not required from the spouse of a plaintiff if the spouse did not assert a Derivative Claim in the complaint.

(4) Contemporaneous prescription records from a pharmacy or medical facility reflecting that the Program Participant was prescribed or provided with a DCOC, it being understood that "contemporaneous prescription records" refers to records that were created at, or about, the time the prescription was written or the DCOC provided (the "Prescription Records");

(5) Contemporaneous medical records reflecting a diagnosis of Gallbladder Injury after the Program Participant was first prescribed a DCOC, as reflected in the Prescription Records, it being understood that "contemporaneous medical records" refers to records that were created at, or about, the time the diagnosis was made (the "Medical Records");

(6) If the Program Participant is alleging that she had surgery to remove her gallbladder (a "Cholecystectomy"), complete and contemporaneous records from a medical facility at which the surgery was performed, showing that the surgery was performed, it being understood that "contemporaneous records" when used to refer to Event records means records that were prepared at, or about, the time of the surgery (the "Event Records");

(7) The Program Participant's assertion of a Tier 1 Claim or a Tier 2 Claim.

(8) A Stipulation of Dismissal:

(a) MDL Participants must submit an executed stipulation of dismissal in the form contained in Appendix F-1 (the "MDL Stipulation of Dismissal").

(b) Federal Participants must submit an executed stipulation of dismissal for federal court that abides by all applicable federal and local rules for effectuating the dismissal, with

prejudice, of the Federal Case against all Defendants (each a "Federal Stipulation of Dismissal").

(c) State Participants must submit an executed stipulation of dismissal for state court that abides by all applicable state and local rules for effectuating the dismissal, with prejudice, of the State Case against all defendants in the form contained in Appendix F-2, F-3 or F-4, as the context requires (each a "State Stipulation of Dismissal"), or in the form otherwise necessary to effectuate dismissal, with prejudice; and

(9) Wire instructions for use by the QSF Administrator in connection with any settlement award to be made to such Program Participant, subject to and in accordance with the terms of this Agreement and the Qualified Settlement Fund Agreement.

(B) To the extent Bayer has obtained through Litigation Management, Inc. ("LMI") any medical or pharmacy record for any Program Participant, such Program Participant's counsel shall be entitled to acquire said records from LMI at LMI's rates in accordance with CMOs entered in the MDL.

(C) Program Participants reserve the right to submit additional records to the Claims Administrator, beyond those that are required, if reasonably related to the Program Participant's Gallbladder Injury.

Section 3.04 Medical Records

(A) Program Participants are responsible for obtaining and submitting the Medical Records required for a Claim Package. Program Participants consent to review of their Medical Records and any additional records by the Claims Administrator (and those employed, or engaged by, the Claims Administrator), NPC, Defendant's counsel, Lien resolution personnel, the Special Master, and the courts.

(B) Defendants reserve the right to examine Medical Records submitted by Program Participants for pharmacovigilance purposes. Each Program Participant's counsel has the right to examine their client's records submitted by Defendants.

Section 3.05 Consideration of Claim Packages

(A) A Claims Administrator shall be selected by BHCP subject to agreement by NPC to review all Claim Packages submitted to the Program and to determine whether a claim is an Eligible Claim entitled to payment under the terms of the Agreement. The Claims Administrator also shall determine the amount, if any, to which the Program Participant is entitled.

All fees and expenses of the Claims Administrator shall be borne by BHCP.

(B) The Claims Administrator will review each Claim Package. The Claims Administrator shall inform the Program Participant's counsel, by email, within 90 days (unless the Claims Administrator provides notice that additional time is required) after submission of the Claim Package or, in the case of a Program Participant who fails to submit any Claim Package, within 30 days (unless the Claims Administrator provides notice that additional time is required) after the Claim Package Deadline (each a "Notice"), whether any or all of the Supporting Documentation is missing, inadequate or incomplete. Any Claim Package that cannot, or for any reason does not, include all of the required Supporting Documentation shall be considered incomplete and fails to establish an Eligible Claim, and subjects the Claimant's case to dismissal with prejudice, as described below, without compensation absent timely cure as set forth herein. The Claims Administrator will review any timely provided materials to address deficiencies within a reasonable period of time after submission of the same and will send an additional notice (each a "Second Notice") to any Program Participant's counsel whose Claim Package remains deficient.

(C) The decision as to the completeness and adequacy of the Claim Package is in the sole discretion of the Claims Administrator, subject to the terms of Section 5.03(F) below. Failure to correct the deficiencies on or before the later of (x) the thirtieth (30th) day following the date of the Notice or (y) if the Program Participant on or before the thirtieth (30th) day following the date of the Notice has provided to the Claims Administrator a reasonable justification for requiring more than a 30-day cure period (as determined by the Claims Administrator in good faith), the sixtieth (60th) day following the date of the Notice (as applicable, the "Cure Deadline"), will result in automatic rejection of the Claim Package, and the Claims Administrator shall deliver the Release and the Stipulation of Dismissal, if provided, to BHCP, or, if BHCP is not a Defendant in the case, any Defendant in such case. BHCP, or, if BHCP is not a Defendant in the case, any Defendant in such case, may thereupon file the Stipulation of Dismissal with the appropriate court, subject to the resolution of any request for reconsideration or appeal, if permitted by this Agreement. However, BHCP, or, if BHCP is not a Defendant in the case, any Defendant in such case, shall provide a final 10 day notice to the Program Participant's counsel in writing before filing the Stipulation of Dismissal advising that if no action is taken, the Stipulation of Dismissal will be filed.

(D) In the event that the Program Participant does not submit a Release or a Stipulation of Dismissal by the Cure Deadline, BHCP, or, if BHCP is not a Defendant in the case, any Defendant in such case, may submit a motion to dismiss the Program Participant's case with prejudice. Such motions

shall be made in accordance with Section 4.02. A Claimant may cure a deficiency relating to a Release or Stipulation of Dismissal during the pendency of a motion on a showing of good cause.

Section 3.06 Award Payment

(A) The dollar amount of each individual Program Participant's settlement award will be determined after all Claim Packages have been reviewed (each a "Preliminary Award"), and, as necessary, again after all appeals permitted by Section 5.03(F) are resolved as to all awards, and, in the event the Pre-Cap Total exceeds the Cap, after all awards have been adjusted accordingly (each a "Final Award").

(B) After determining the Preliminary Awards, the Claims Administrator will send notice containing the amount of the Preliminary Awards (the "Preliminary Award Notice") to BHCP's counsel and counsel for the respective individual Program Participants who submitted the Claim Package. In the event that any individual Program Participant has submitted their Claim Package pro se, the notice shall be sent directly to the individual Program Participant.

(C) A Preliminary Award may be subject to appeal solely in accordance with the terms of Section 5.03(F) below and any Preliminary Award that is not timely appealed shall become final, subject to adjustment in the event the Pre-Cap Total exceeds the Cap.

(D) After all Final Awards have been determined, the Claims Administrator will send notice containing the amount of the Final Awards (the "Final Award Notice") to BHCP's counsel and the respective individual Program Participants or their counsel, if any.

(E) Final Award payments will be issued from the Qualified Settlement Fund after the resolution of any and all appeals and subject to the terms of Article VIII below and after the Claims Administrator has directed the QSF Administrator to make such payments.

Section 3.07 No Program Participant shall be entitled to any payment, other than in accordance with the terms of Section 2.01 and 3.06 above, nor shall any Program Participant be entitled to pursue any claim for any other injury allegedly resulting from the use of a DCOC, including, but not limited to, any VTE or ATE Injury. Program Participants disclaim any claim to receive any punitive, exemplary, or emotional damages and understand and agree that no payment made hereunder is or shall be deemed to be attributable to punitive, exemplary, or emotional damages.

Article IV. Special Master

Section 4.01 Special Master Appointment

For the sake of uniformity in rulings and efficiency, NPC and BHCP agree (a) to recommend to the respective courts that each court appoint Professor Stephen A. Saltzburg as Special Master for the purpose of making recommendations on certain motions to dismiss, as described in Section 4.02, and (b) to privately appoint Professor Saltzburg as Special Master for purpose of hearing appeals of the Claims Administrator's determinations, as described in Section 4.03. The individual initially appointed as Special Master, as well as any successor thereto, is referred to herein as the "Special Master." Any successor to the initial Special Master shall fulfill the same functions from and after the date of his succession and shall be bound by the determinations made by his predecessor(s) to date.

Section 4.02 Motions to Dismiss

The Special Master will (a) hear all motions to dismiss claims that fail to comply with the terms of this Agreement, and (b) recommend to the MDL Court or to the respective federal court or state court judge, as the case may be, a ruling on each of the motions to dismiss. If the Judge presiding over any specific case in which the Cure Deadline is not met has not appointed the Special Master on or prior to the Cure Deadline, any associated motion to dismiss shall be made to the presiding Judge in the jurisdiction where the case is pending.

Section 4.03 Review of Appeals from Claims Administrator Determinations

NPC and BHCP select Professor Stephen A. Saltzburg to hear appeals of the Claims Administrator's determinations as to whether a Program Participant is entitled to payment and, if so, the amount of that payment. Professor Saltzburg's rulings on these appeals are final and not further appealable. Professor Saltzburg's rulings on these appeals are separate from recommendations he makes as a Special Master on appointment from the MDL or other courts.

Section 4.04 Special Master's Costs

In the event that the Special Master shall find that a motion or appeal, or opposition thereto, is without good faith or foundation under the terms of this Agreement, the Party making such submission shall pay the costs of the Special Master for his consideration of such motion. In the absence of such a finding, BHCP shall pay the Special Master's costs.

Article V. Claims Administrator

Section 5.01 Claims Administrator Selection

(A) This Agreement is a private agreement.

(B) At the request of BHCP and with the agreement of the NPC, BrownGreer PLC has agreed to preside over the Program as the Claims Administrator. Any successor to the initial Claims Administrator shall fulfill the same functions from and after the date of his succession and shall be bound by the determinations made by his predecessor(s) to date.

(1) In the event that BHCP and the NPC are unable to agree upon the appointment of a mutually agreeable successor Claims Administrator, BHCP's counsel and the NPC will each present two (2) candidates to the MDL Court.

(2) The MDL Court will, in consultation with the judges presiding over, respectively, the California Coordinated Proceedings, the New Jersey Coordinated Proceedings and the Philadelphia Court of Common Pleas Coordinated Proceedings, interview the candidates in camera to determine who will serve as the successor Claims Administrator. The order of the MDL Court will be final and non-appealable.

(C) BHCP shall pay all fees and costs of the Claims Administrator as set forth in Section 2.04 above, subject to the terms of Section 5.05 below.

Section 5.02 Claims Administrator Liaisons

NPC and BHCP each designate the following liaisons for communicating with the Claims Administrator regarding the Program and answering any questions that the Claims Administrator may have with respect to the interpretation of any provision of this Agreement ("Claims Administrator Liaisons"):

(A) BHCP:

Douglas Beck
Shook, Hardy & Bacon L.L.P.
2555 Grand Blvd.
Kansas City, MO 64108-2613
dbeck@shb.com
Phone: (816) 474-6550

and

Jeffery Fields
Shook, Hardy & Bacon L.L.P.
2555 Grand Blvd.
Kansas City, MO 64108-2613
jfields@shb.com
Phone: (816) 559-2266

(B) NPC:

Michael S. Burg
Burg Simpson Eldredge Hersh & Jardine, P.C.
40 Inverness Drive East
Englewood, CO 80112
Phone: (303) 792-5595
Fax: (303) 708-0527
yazgbnotice@burgsimpson.com

Michael A. London
Douglas & London, P.C.
111 John Street
Suite 1400
New York, NY 10038
Phone: (212) 566-7500
Fax: (212) 566-7501
mlondon@douglasandlondon.com

Richard D. Meadow
The Lanier Law Firm
126 East 56th Street
New York, NY 10022
Phone: (212) 421-2800
Fax: (917) 546-0464
rdm@lanierlawfirm.com

Daniel S. Robinson
Robinson Calcagnie Robinson Shapiro Davis, Inc.
19 Corporate Plaza Drive
Newport Beach, CA 92660
Phone: (949) 720-1288
Fax: (949) 720-1292
drobinson@rcrlaw.net

and

Michael M. Weinkowitz
Levin Fishbein Sedran & Berman
510 Walnut Street
Suite 500
Philadelphia, PA 19106
Phone: (215) 592-1500
Fax: (215) 592-4663
YazGBNotice@lfsblaw.com

Section 5.03 Responsibilities and General Authority

(A) The Claims Administrator must uphold the responsibilities for claim administration, review, and adjustment set forth in this Agreement as well as any additional responsibilities, if any, set forth in any subsequent amendments to this Agreement.

(B) The Claims Administrator shall have the authority to perform all actions, to the extent not expressly prohibited by, or otherwise inconsistent with, any provision of this Agreement, deemed by the Claims Administrator to be reasonably necessary for the efficient and timely administration of this Agreement. For the avoidance of doubt, the Claims Administrator shall not serve as the QSF Administrator under the terms of the Qualified Settlement Fund Agreement.

(C) The Claims Administrator may create administrative procedures, supplementary to (and not inconsistent with) those specified herein or in the Appendices hereto, that provide further specific details about how the Program is to be administered, and/or other aspects of the Program; provided, however, that such procedures comply, or otherwise are not in conflict, with the terms of this Agreement, and to which NPC and BHCP agree.

(D) Without limitation of the foregoing, the Claims Administrator shall have the authority to modify and/or supplement the Claim Form to provide for more efficient administration of the Program, provided that (i) such changes may not materially alter the substance of such form without the consent of BHCP and the NPC, (ii) no change shall be made in the form of Release or form of Stipulation of Dismissal without BHCP's and the NPC's prior written consent, and (iii) no Program Participant who previously completed an earlier iteration of the Claim Form shall be required to submit the new Claim Form.

(E) For cases filed and served in the MDL as of the Filing Deadline, the Claims Administrator shall notify the counsel of record for each case as to whether the claim has been automatically opted into the Program or has not been automatically opted into the Program. Such notice shall be provided within twenty (20) days after the Filing Deadline by a method selected by the Claims Administrator as the most efficient. If there is more than one counsel of record on the complaint, the notice shall be given to the counsel listed first. If the claimant is pro se, notice shall be provided directly to the pro se claimant by first class mail.

(F) The Claims Administrator will determine whether a claim is an Eligible Claim entitled to payment under the terms of this Agreement. The Claims Administrator also will determine the amount, if any, to which the Program Participant is entitled. If the Claims Administrator determines

that a claim is not an Eligible Claim entitled to payment, or if a Program Participant disputes the amount to which the Program Participant is entitled under this Agreement, the Program Participant may seek reconsideration by filing a request for reconsideration with the Claims Administrator within ten (10) days of receiving the Notice, the Second Notice, or the Preliminary Award Notice, as applicable. The Claims Administrator will respond to any such request for reconsideration within fourteen (14) days (unless the Claims Administrator provides notice that additional time is required). The Claims Administrator's response to any request for reconsideration as to (y) whether a claim is an Eligible Claim entitled to payment or (z) the amount to which a Program Participant with an Eligible Claim is entitled under this Agreement shall be subject to appeal by the Program Participant only to Professor Saltzburg. (A Program Participant may not appeal the Claims Administrator's initial determination as to whether a claim is an Eligible Claim or the amount to be paid, if any, and may only appeal the Claims Administrator's response to a request for reconsideration. If the Program Participant fails to timely file a request for reconsideration, no appeal may be brought.) Notice of any permitted appeal (each a "Notice of Appeal") must be sent to Professor Saltzburg within fifteen (15) days from the date of the Claims Administrator's response to the request for reconsideration. Professor Saltzburg's consideration of any such appeal shall be limited to the record evidence that was before the Claims Administrator. Professor Saltzburg must render a decision within thirty (30) days of receipt of the appeal. The losing party following any such appeal (BHCP or the appealing Program Participant, as applicable) shall be required to pay the costs of Professor Saltzburg in considering the appeal in the fixed amount of $500. The decision of Professor Saltzburg shall itself be final, binding and non-appealable (i.e., it shall not be subject to further appeal, either within the Program or to any court or arbitrator). If a Program Participant fails to timely request reconsideration or to meet the Notice of Appeal deadline set forth herein, as applicable, the Program Participant's right to appeal shall be extinguished and the Claims Administrator's decision shall be final, binding and non-appealable.

Section 5.04 Liability of Administrative Personnel

No Claims Administrator, or employee or agent of any Claims Administrator, shall be liable to any Eligible Claimant, Program Participant, or their respective counsel for his acts or omissions, or those of any agent or employee of any Claims Administrator, in connection with the Program except, with respect to each such Person, for such Person's own willful misconduct. Nothing in this Section 5.04 confers on any Eligible Claimant, Program Participant, or their respective counsel any privity of contract with, or other right to institute any action against, any Claims Administrator. In the event that the Claims Administrator must comply with any discovery obligations related to its work under this Agreement, the

requesting party bears the cost of complying with such discovery obligation and such work and costs are expressly excluded from this Agreement.

Section 5.05 BHCP/NPC Audit Right

(A) BHCP and the NPC shall each have the absolute right and discretion at any time or from time to time, but at its own expense, to itself conduct, or have conducted by an independent auditor, audits to verify Claim Packages submitted by Program Participants or any aspect thereof; such audits may include individual Claim Packages or groups of Claim Packages. To this end, each Party shall have the right to submit additional records that it has gathered on individual Program Participants that are reasonably related to the Program Participant's Gallbladder Injury. For any such additional records the submitting Party shall provide full copies to the other Party. The Claims Administrator shall fully cooperate with any such audit.

(B) BHCP or the NPC shall notify the other (and the Claims Administrator) of any audit that it is conducting or having conducted pursuant to Section 5.05(A) and which Claim Packages (if any in particular) are to be audited.

(C) With respect to Claim Packages which are selected for audit:

(1) The Party requesting the audit may require that the relevant Program Participant provide it with (i) identification of and authorizations for the release of all relevant Medical Records from all relevant general practitioners, family physicians, primary care providers, internists, prescribing physicians, pharmacies, treating gynecologists, treating obstetricians, surgeons, and inpatient or outpatient hospitals or any other relevant healthcare providers who, at any time during the three-year period prior to, or the one-year period after, the date of the alleged Gallbladder Injury that is the basis of such Program Participant's Claim, rendered any medical care to and/or were consulted by the Program Participant for such Claim, and (ii) such other relevant records or other documentation within the Program Participant's (or her counsel's) custody, possession, or control as may reasonably be requested by BHCP (including a signed copy of the retainer agreement, redacted to remove all information other than information sufficient to show the identity of the client, firm, litigation, and date the retainer agreement was executed, between any Program Participant and her counsel whose case had not been filed on or before the Execution Date) or the NPC.

(2) The Party requesting the audit shall be responsible for the costs of the same. Further, as between BHCP and the NPC, the Party requesting the audit shall at its sole cost and expense provide to the

other Party copies of any information and documentation received pursuant to subclause (1) above.

(3) If the Program Participant fails or refuses to provide any material records or other documentation (reasonably available to such Program Participant or her counsel) after being afforded an adequate opportunity to do so, then Section 5.05(E)(1), (2), and (3) shall be applied to such Program Participant and her Claim.

(D) If following completion of its audit of a Claim Package, BHCP or the NPC is of the view that any reasonable indicia of deception, dishonesty, or fraud relating to any Claim Package or in any way to the Program exist, BHCP or the NPC, as the case may be, may petition the Special Master (or, if in a jurisdiction where the Special Master has not been appointed, the court where the case was filed) under seal, with copies being provided to Program Participant's counsel (or, if pro se, to the Program Participant) and BHCP's counsel or NPC (depending on who may file) pursuant to Section 12.01. All initial filings shall be in the MDL Court unless the MDL Court lacks subject matter jurisdiction in which case the motion shall be filed in the court in which the case was filed. Any ruling of the Special Master may be appealed to the MDL Court or, should the MDL Court lack subject matter jurisdiction, to the court in which the case was filed.

(E) Without limitation of Section 5.05(D) and any term in this Agreement to the contrary notwithstanding, in the event that the Special Master, upon motion by the Claims Administrator, BHCP, or the NPC, determines that a Program Participant, or counsel for such Program Participant, has used, or that there is substantial evidence that a Program Participant, or counsel for such Program Participant, has used deception, dishonesty, or fraud in connection with the Claim of such Program Participant:

(1) such Program Participant's Claim shall be denied and such Program Participant immediately shall cease to have any further rights under the Program, but such Program Participant's Stipulation of Dismissal and Release shall be delivered to BHCP, or, if BHCP is not a Defendant in the case, any Defendant in such case (and, without limitation, BHCP, or, if BHCP is not a Defendant in the case, any Defendant in such case, shall be free to file or cause to be filed such Stipulation of Dismissal and/or Release in any relevant action or proceeding);

(2) each of such Program Participant (if the Special Master makes such determination in respect of such Program Participant) and such counsel (if the Special Master makes such determination in respect of such counsel) shall fully be liable (i) for the costs and expenses (including legal costs and expenses) incurred by the

Claims Administrator, BHCP and/or the NPC in connection with any related audit and/or any related proceedings (including MDL Court, or other court, proceedings) under this Section 5.05 and (ii) if applicable, to repay to BHCP any Final Award previously paid to or with respect to such Program Participant (and any such repayment of such Settlement Payment in whole or in part shall be disregarded for purposes of Article II); and

(3) such Program Participant, such counsel and/or such counsel's other Program Participants shall be subject to such further sanctions or other penalties as the Special Master may impose, including (i) in the case of such counsel (and/or such counsel's other Program Participants), raising the level of scrutiny of (including conducting audits), modifying the timing of the review of, and/or requiring such counsel to pay the costs and expenses associated with any future audits of, any other Claim of any or all of the other Program Participants for which it is counsel, (ii) suspension of any Final Award payments to all other Program Participants of such counsel until such time as may be determined by the applicable court, or (iii) referral of the matter to the United States Attorney or other appropriate law enforcement officials, provided that no such further sanctions or other penalties shall affect the status of any other Program Participant or its Claim unless such sanction or other penalty is consented to by BHCP and the NPC.

(F) All audits shall be initiated in good faith.

Article VI. Dismissals, Disclaimers, and Releases

Section 6.01 Dismissals

(A) MDL Cases Subject to Automatic Enrollment

(1) Defendants are entitled to dismissal with prejudice of all MDL Cases that are subject to automatic enrollment in the Program, and that do not opt out of the Program, as set forth above, in accordance with the following schedule:

Circumstance	Timing of Dismissal
Does not submit or untimely submits "Notice of Intent to Opt Out Form," and fails to submit a complete Claim Package by the Cure Deadline	BHCP, or, if BHCP is not a Defendant in the case, any Defendant in such case, is entitled to file with the MDL Court the Stipulation of Dismissal submitted with the Claim Package at any time following the Cure Deadline or if the deficiency relates to the Stipulation of Dismissal, BHCP, or, if BHCP is not a Defendant in the case, any Defendant in such case, is entitled to move to dismiss the Claimant's case with prejudice following the Cure Deadline, in each case subject to the resolution of any request for reconsideration, and/or appeal, if permitted by this Agreement. *See, e.g.,* Sections 3.01, 3.05 and 5.03.
Submits Claim Package, but Program Participant is not entitled to a settlement award Or Submits completed Claim Package and is entitled to a Final Award	BHCP, or, if BHCP is not a Defendant in the case, any Defendant in such case, is entitled to file with the MDL Court the Stipulation of Dismissal submitted with the Claim Package at any time following the Claims Administrator's determination of the Final Award or determination that the Claimant is entitled to no award, subject to the resolution of any request for reconsideration, and/or appeal, if permitted by this Agreement. *See, e.g.,* Sections 3.05, 3.06, and 5.03.

(B) Other Federal Cases, and MDL Cases not Subject to Automatic Enrollment

(1) Defendants are entitled to dismissal with prejudice of all Federal Cases pending in federal court other than the MDL Court, and all MDL Cases, that are not subject to automatic enrollment in the Program and that opt in to the Program, as set forth above, in accordance with the following schedule:

Circumstance	Timing of Dismissal
Timely submits "Notice of Intent to Opt In Form," and fails to submit a complete Claim Package by the Cure Deadline	BHCP, or, if BHCP is not a Defendant in the case, any Defendant in such case, is entitled to file with the relevant court the Stipulation of Dismissal submitted with the Claim Package at any time following the Cure Deadline or if the deficiency relates to the Stipulation of Dismissal, BHCP, or, if BHCP is not a Defendant in the case, any Defendant in such case, is entitled to move to dismiss the Claimant's case with prejudice following the Cure Deadline, in each case subject to the resolution of any request for reconsideration, and/or appeal, if permitted by this Agreement. *See, e.g.,* Sections 3.01, 3.05 and 5.03.
Submits Claim Package, but Program Participant is not entitled to a settlement award Or Submits Claim Package and is entitled to a Final Award	BHCP, or, if BHCP is not a Defendant in the case, any Defendant in such case, is entitled to file with the relevant court the Stipulation of Dismissal submitted with the Claim Package at any time following the Claims Administrator's Final Award determination or determination that the Claimant is entitled to no award, subject to the resolution of any request for reconsideration and/or appeal, if permitted by this Agreement. *See, e.g.,* Sections 3.05, 3.06, and 5.03.

(C) State Cases

(1) Defendants are entitled to dismissal with prejudice of State Cases that opt in to the Program, as set forth above, in accordance with the following schedule:

Circumstance	Timing of Dismissal
Timely submits "Notice of Intent to Opt In Form," and fails to submit a complete Claim Package by the Cure Deadline	BHCP, or, if BHCP is not a Defendant in the case, any Defendant in such case, is entitled to file with the relevant court the Stipulation of Dismissal submitted with the Claim Package at any time following the Cure Deadline or if the deficiency relates to the Stipulation, BHCP, or, if BHCP is not a Defendant in the case, any Defendant in such case, is entitled to move to dismiss the Claimant's case with prejudice following the Cure Deadline, in each case subject to the resolution of any request for reconsideration, and/or appeal, if permitted by this Agreement. *See, e.g.,* Sections 3.01, 3.05 and 5.03.
Submits Claim Package, but Program Participant is not entitled to a settlement award Or Submits Claim Package and is entitled to a Final Award	BHCP, or, if BHCP is not a Defendant in the case, any Defendant in such case, is entitled to file with the relevant court the Stipulation of Dismissal submitted with the Claim Package at any time following the Claims Administrator's Final Award determination or determination that the Claimant is entitled to no award, subject to the resolution of any request for reconsideration, and/or appeal, if permitted by this Agreement. *See, e.g.,* Sections 3.05, 3.06, and 5.03.

Section 6.02 Disclaimers

(A) Program Participants and Defendants are bound by decisions made by the Special Master and/or the Claims Administrator, including ones with which they may disagree. This eventuality is part of the Program and is accepted by Program Participants, subject to the limited right of appeal set forth above in Section 5.03(F).

(B) Program Participants disclaim any claim to receive any punitive or emotional damages and understand and agree that no payment made hereunder is or shall be deemed to be attributable to punitive or emotional damages.

Section 6.03 Releases

In summary and as fully reflected in the Release, as consideration for Defendants entering into this Agreement, Program Participants unconditionally release whatever rights they have or may have against Defendants, their agents, servants, employees, officers and directors, and all health care professionals, health care providers, health care facilities, pharmacies and other distributors of DCOCs, and all of these individuals and entities, parents and subsidiaries, affiliates, agents, attorneys, servants, employees, officers and directors, and those who acted in concert with them together with their respective insurers.

Article VII. Court Approval and Other Documentation

Section 7.01 Survival and Wrongful Death Claims

If required by applicable state law, a Program Participant's counsel or a Person authorized by a Program Participant's counsel will seek court approval of the settlement of the case brought on behalf of a decedent or others authorized under applicable state law to advance survival or wrongful death claims. Program Participants' counsel will assume responsibility for all necessary filings relating to notice and approval of the settlement and the Program Participants will be responsible for all associated costs and expenses.

Section 7.02 Claims Involving Minors

If required by applicable state law, a Program Participant's counsel or a Person authorized by a Program Participant's counsel will seek court approval of the settlement of the case brought on behalf of a minor. Program Participants' counsel will assume responsibility for all necessary probate and guardianship filings, all filings relating to court approval of settlement, and all issues or rulings arising therefrom or related thereto.

Section 7.03 Other Documents

BHCP and Program Participants agree to cooperate in acquiring or executing any other documents necessary to finalize an individual Program Participant's settlement.

Article VIII. Liens

Section 8.01 Medical Bills, Liens, and Other Potential Rights for Reimbursement

Subject to the terms of Section 2.01, BHCP shall deposit into the Qualified Settlement Fund amounts necessary to pay those Program Participants who have submitted Eligible Claims that have been approved for payment by the Claims Administrator. Each Program Participant and her counsel agree that an amount equal to the total determined in accordance with Section 8.01(B)(3)(d) and Section 8.01(C)(2)(c)-(C)(2)(e), as each such Section may apply, will be withheld from the Program Participant's Final Award and maintained within the Qualified Settlement Fund. The funds withheld from the Program Participant's Final Award in accordance with the foregoing sentence shall only be released from the Qualified Settlement Fund to the Program Participant (a) when there is a final and binding agreement between the Program Participant and the Governmental and/or Private Payors that provides for a full release of any and all entities, including the Released Parties, by all such Payors with regard to the Program Participant or (b) to the extent the total amount withheld is reduced by applying the calculations in accordance with Section 8.01(B)(3)(d) and Section 8.01(C)(2)(c)-(C)(2)(e), as each may apply. The funds withheld in the Qualified Settlement Fund may be paid from the Qualified Settlement Fund directly to the Governmental and/or Private Payor at the direction of the Program Participant to the extent of such Payor's interests.

(A) Responsibility for Satisfaction of All Medical Expenses and Liens

(1) Each Program Participant agrees that it is her sole responsibility to pay, have paid or otherwise discharge and satisfy all past and present bills, costs, or Liens resulting from or arising out of the Program Participant's alleged injury from use of DCOCs. Each Program Participant agrees that the Released Persons shall have no responsibility to pay or have paid any future bills, costs, or Liens resulting from or arising out of the Program Participant's alleged use of DCOCs. Each Program Participant further represents and warrants that she will not seek from any Released Person any compensation for any future bills, costs, or Liens resulting from or arising out of the Program Participant's alleged use of DCOCs. Each Program Participant agrees that the Released Persons shall have no responsibility whatsoever for satisfaction of any and all Liens, of any kind, that arise from or are related to payments made or services provided to such Program Participant, or on such Program Participant's behalf, and past, present, or future bills, costs or Liens incurred in connection with the claims asserted by such Program Participant related to such Program Participant's alleged use of DCOCs. Further, each Program Participant agrees that the Released Persons shall have no responsibility to pay or have paid any bills, costs or expenses arising out of or in

connection with the actions of the Lien Resolution Firm or the Private Lien Resolution Program contemplated by this Agreement.

(2) Each Program Participant shall indemnify, repay and hold the Released Persons harmless from any and all such bills, costs or Liens, known or unknown, and whether existing as of the date of becoming a Program Participant or arising thereafter. Specifically, and without limitation, if any governmental entity, or anyone acting on behalf of any governmental entity, seeks penalties, damages, multiple damages (including double damages), or any other amounts from any Released Person relating to payments by such governmental entity, or anyone acting by contract or otherwise on behalf of such governmental entity, arising from or relating to the Program Participant's alleged use of DCOCs, then the Program Participant shall indemnify, repay, and hold the Released Persons harmless from any and all such penalties, damages, claims, and rights to payment, including any attorneys' fees, from such entities.

(B) Procedure Regarding Payments by Governmental Payors

With respect to potential payments made on a Program Participant's behalf by Medicare, a Medicare intermediary or carrier; any other federal or state government, agency or entity; or any other entity operating under contract with any of the previously mentioned entities (collectively "Governmental Payors"), then as **CONDITIONS PRECEDENT** to the distribution of any Final Award from the Qualified Settlement Fund to the Claimant, each Program Participant and her counsel agree as follows:

(1) Identification of Governmental Payors. Each Program Participant and her counsel agree to identify every Governmental Payor that may have made any payments on behalf of such Program Participant in any way related to such Program Participant's alleged use of DCOCs from the time the Program Participant alleges she first suffered injury from the alleged use of DCOCs through the Execution Date. Each Program Participant and her counsel represent and warrant they will use best efforts and reasonable diligence to identify such Government Payors.

(2) Notice of Settlement. Each Program Participant and her counsel agree to provide BHCP's attorneys, either directly or through the Lien Resolution Firm, a copy of a letter or other communication notifying each Governmental Payor identified pursuant to Section 8.01(B)(1) that: (i) a claim related to the Program Participant's alleged use of DCOCs has settled; and (ii) requesting a written response indicating whether each Governmental Payor holds any interest, including liens and subrogation interests, related in any

way to such Program Participant's alleged use of DCOCs and the claimed amount of any such interest.

(3) Satisfaction of Governmental Payors' Interests. Each Program Participant and her counsel agree, either directly or through the Lien Resolution Firm, to provide to BHCP's counsel written documentation demonstrating that each Governmental Payor identified pursuant to Section 8.01(B)(1) either:

(a) holds no interest, including any Liens, in the Final Award; or

(b) expressly releases any and all entities from any liability whatsoever for any interest, including any Liens, in the Final Award; or

(c) agrees any interest, including any Liens, in the Final Award has been finally and completely satisfied; or

(d) has reached a binding agreement with the Program Participant setting forth in detail a specific dollar amount or percentage of the Final Award that the Governmental Payor agrees is the maximum amount it will seek from any and all Persons to fully and finally resolve any interest, including any Liens, in the Final Award.

For the avoidance of doubt, the CONDITION PRECEDENT in this Section is not a CONDITION PRECEDENT to BHCP's funding obligations into the Qualified Settlement Fund under Section 2.01 but is only a CONDITION PRECEDENT to the distribution of any funds withheld from the Program Participant's Final Award from the Qualified Settlement Fund to the Program Participant.

(C) Procedure Regarding Payments by Private Payors

With respect to potential payments made on a Program Participant's behalf by any for profit or not for profit, non-governmental healthcare plan, health insurer, managed care organization, labor union welfare plan, joint union and employer welfare plan, self-funded employer plan or any other non-governmental organization, including any entity operating under a contract with any of the foregoing (collectively "Private Payors"), then as CONDITIONS PRECEDENT to the distribution of any Final Award from the Qualified Settlement Fund to the Claimant, each Program Participant and her counsel agree as follows:

(1) Identification of Private Payors. Each Program Participant and her counsel agree to identify every Private Payor that may have made any payments on behalf of such Program Participant in any way

related to such Program Participant's injury from the alleged use of DCOCs from the time the Program Participant alleges she first suffered injury from the alleged use of DCOCs through the Execution Date. Each Program Participant and her counsel represent and warrant they will use best efforts and reasonable diligence to identify such Private Payors.

(2) Satisfaction of Private Payors' Interests. Each Program Participant and her counsel agree to comply with the requirements of one of the five options below relating to protecting the interests of Private Payors:

(a) Option 1: Each Program Participant and her counsel agree to satisfy each and every requirement of Section 8.01(B) above with respect to all Private Payors identified pursuant to Section8.01(C)(1).

(b) Option 2: If the Program Participant and each and every Private Payor identified pursuant to Section 8.01(C)(1) participate in the The YAZ Products Liability Litigation Private Lien Resolution Program administered by the Garretson Resolution Group ("PLRP"), then no amount needs to be withheld for payment of the Private Payors.

(c) Option 3: If a Program Participant participates in the PLRP but at least one of the Private Payors identified pursuant to Section 8.01(C)(1) does not participate in the PLRP ("Non-Participating Private Payor") and the Program Participant provides notice of this settlement as set forth in Section 8.01(B)(2) to each such Non-Participating Private Payor, then such Program Participant and her counsel agree: (1) 30% of the gross settlement proceeds shall be withheld in the Qualified Settlement Fund; (2) the 30% shall be released 45 days after notice is given unless any Non-Participating Private Payor asserts a right to a portion of the settlement proceeds during these 45 days; and (3) if any Non-Participating Private Payor asserts a right to a portion of the settlement proceeds during these 45 days, the 30% shall be released only when the Program Participant has reached a binding agreement with such Non-Participating Private Payors as set forth in Section 8.01(B)(3)(d). If all such Non-Participating Private Payors agree to participate in the PLRP, then the procedures set forth in Section 8.01(C)(2)(b) shall govern.

(d) Option 4: If a Program Participant participates in the PLRP but at least one of the Private Payors identified pursuant to

Section 8.01(C)(1) is a Non-Participating Private Payor and the Garretson Resolution Group provides a "generic notice" to such Non-Participating Private Payors, which notice is provided without any identifying information about the Program Participant but states that at least one of the Private Payors' insureds has settled a claim related to the insureds' alleged use of DCOCs and that a PLRP has been established, then such Program Participant and her counsel agree: (1) 30% of the gross settlement proceeds shall be withheld in the Qualified Settlement Fund; (2) the 30% shall be released 120 days after generic notice is given unless any Non-Participating Private Payor asserts a right to a portion of the settlement proceeds during these 120 days; and (3) if any Non-Participating Private Payor asserts a right to a portion of the settlement proceeds during these 120 days, the 30% shall be released only when such Program Participant has reached a binding agreement with such Non-Participating Private Payors as set forth in Section 8.01(B)(3)(d). If all such Non-Participating Private Payors agree to participate in the PLRP, then the procedures set forth in Section 8.01(C)(2)(b) shall govern.

(e) Option 5: If a Program Participant does not participate in the PLRP and refuses to give notice to each and every Private Payor identified pursuant to Section 8.01(C)(1), then such Program Participant and her counsel agree: (1) 30% of the gross settlement proceeds shall be withheld in the Qualified Settlement Fund; (2) the 30% shall be released two years from the date such Program Participant's Release is executed unless any Private Payor asserts a right to a portion of the settlement proceeds during these two years; and (3) if any Private Payor asserts a right to a portion of the settlement proceeds during these two years, the 30% shall be released only when the Program Participant has reached a binding agreement with such Private Payors as set forth in Section 8.01(B)(3)(d).

(f) Option 6: If a Program Participant did not have a Private Payor or governmental benefits that paid for her treatment, she shall provide an affidavit stating so. The result of submitting such an affidavit shall be that the entire amount of the award shall be released upon receipt of the affidavit by the Claims Administrator.

For the avoidance of doubt, the CONDITION PRECEDENT in this Section is not a CONDITION PRECEDENT to BHCP's funding obligations into the Qualified Settlement Fund under Section 2.01 but is

only a CONDITION PRECEDENT to the distribution of any funds withheld from the Program Participant's Final Award from the Qualified Settlement Fund to the Program Participant.

Section 8.02 Attorney Liens

Each Program Participant shall represent and warrant that all legal expenses, bills, costs or contingency fee agreements resulting from or arising out of representation of such Program Participant by any attorney in relation to such Program Participant's alleged use of DCOCs have been paid or will be paid out of the Final Awards and are the Program Participant's responsibility to pay, and that any Liens based on any legal expenses, bills, costs or contingency fee agreements incurred as a result of the Program Participant's alleged use of DCOCs will be satisfied by such Program Participant. Each Program Participant will indemnify, repay and hold the Released Persons harmless from any and all such claims.

Article IX. Termination Right

Section 9.01 NPC Efforts

NPC will use their best efforts to achieve sufficient participation to meet the participation benchmarks necessary to effectuate the Program.

Section 9.02 Walk Away Right

BHCP shall have the option, in its sole discretion, to terminate the Program and this Agreement if less than ninety percent (90%) of the Eligible Claimants in the MDL, any Other Federal Court Proceedings, or any State Court Proceedings, as defined below, constitute Program Participants (the "Walk Away Right"). For purposes of determining whether the foregoing participation threshold has been met, (a) the denominator will include (i) all Eligible Claimants alleging only a Gallbladder Injury; (ii) all Eligible Claimants alleging a Gallbladder Injury in combination with any additional injury other than a VTE or ATE; and (iii) all Eligible Claimants alleging a Gallbladder Injury in combination with a VTE or ATE if, as to each such claim, the Eligible Claimant has enrolled in the Program, and (b) the numerator will include all Eligible Claimants who are Program Participants. BHCP may exercise the Walk Away Right, if available, on or before 11:59 p.m. C.T. on the thirtieth (30th) day following the last Opt In Deadline attributable to an Eligible Claimant. BHCP shall exercise its Walk Away Right by filing notice through the MDL Court's Electronic Case Filing System. BHCP also shall provide written notice of its exercise of the Walk Away Right, as applicable, to each of the state court judges presiding over the State Coordinating Courts, with a copy to state-court liaison counsel. The date on which BHCP's Walk Away Right expires without previously having been exercised shall be the "Effective Date."

Section 9.03 Consequences of Exercise of Walk Away Right

Upon exercising the Walk Away Right, the Program shall immediately terminate and this Agreement becomes null and void and all Releases and Stipulations of Dismissal or Motions to Dismiss shall promptly be returned to the NPC, the Claimant's counsel, or the pro se Claimant, as appropriate. BHCP shall be responsible for payment of any Administrative Expenses incurred through the termination date.

Article X. Warranty of Capacity to Enter into the Agreement

Section 10.01 NPC

Each Person duly appointed to and comprising the NPC represents and warrants that such Person has all requisite power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby. The execution, delivery, and performance of this Agreement and the consummation by such Person of the actions contemplated hereby will be, upon delivery, duly and validly executed and delivered by such Person and will constitute its legal, valid, and binding obligation.

Section 10.02 BHCP

BHCP represents and warrants that it has all requisite power and authority to execute, deliver, and perform this Agreement and to consummate the transactions contemplated hereby. The execution, delivery, and performance of this Agreement and the consummation by it of the actions contemplated hereby will be, upon delivery, duly and validly executed and delivered by BHCP and will constitute its legal, valid, and binding obligation.

Section 10.03 Program Participants

(A) By participating in the Program (whether by not submitting a timely "Notice of Intent to Opt Out Form," if the Program Participant is an Eligible MDL Claimant who does not allege an ATE or VTE in addition to a gallbladder injury, or by submitting a "Notice of Intent to Opt In Form," if she is not an Eligible MDL Claimant or if she is an Eligible MDL Claimant who alleges an ATE or VTE injury in addition to a gallbladder injury), each Program Participant, on her own behalf and on behalf of her heirs, beneficiaries, agents, estates, executors, administrators, personal representatives, successors and assigns, shall be deemed to have agreed to resolve her Claims with Defendants and to have granted her counsel the authority to resolve her Claims with Defendants in accordance with the terms of this Agreement. Each Program Participant further represents and warrants that she has the sole right and exclusive authority to enter into this Agreement and to submit a Claim Package under it; that neither her Claim nor any of the claims, demands or obligations referred to in this Agreement have been sold, assigned, subrogated, transferred, or

otherwise disposed of by her; and that she is the sole Person who may have a potential cause of action against Defendants relative to her Claim. Each Program Participant further represents and warrants that no other Person or entity has any right, title or interest in her Claim, any of the demands, obligations, or causes of action referred to in this Agreement, or any Final Award to her, and that there are no other Liens (except as may be disclosed in accordance with Article VIII herein) other than the actual or potential attorneys liens of the Program Participant's counsel to the extent such attorneys liens have been perfected. Private funding agreements are not liens under this Agreement, and are not the responsibility of BHCP. To the extent any Program Participant has received any funding or other consideration from any third party, including any private litigation funding, such Program Participant represents and warrants that such third party has no Lien or other claim that can be asserted against any of the Released Parties or the Qualified Settlement Fund or any portion thereof. Each Program Participant agrees that she will indicate on his or her Claim Form whether a bankruptcy action is currently pending in which he or she is seeking bankruptcy protection.

(B) Each Program Participant, by participating in the Program as provided for herein, and her counsel acknowledge and agree that they are contractually bound by the terms of this Agreement.

Article XI. Public Announcements

Section 11.01 Purposefully Omitted

Article XII. Miscellaneous

Section 12.01 Notice

(A) Any notice, request, instruction or other document to be delivered pursuant to this Agreement shall be sent to the appropriate Party as follows, or as otherwise instructed, by a notice delivered to the other Party pursuant to this Section 12.01(A). Notice may be provided by (i) United States mail, return receipt requested; (ii) to the extent specified hereunder, electronic mail; (iii) facsimile, with a confirming copy sent within one day by regular United States Mail; (iv) prepaid courier; (v) Federal Express; or (vi) personal delivery:

(1) If to BHCP:

Douglas Beck
Shook, Hardy & Bacon L.L.P.
2555 Grand Blvd.
Kansas City, MO 64108-2613
dbeck@shb.com
Phone: (816) 421-5547
Fax: (816) 474-6550

and

Jeffery Fields
Shook, Hardy & Bacon L.L.P.
2555 Grand Blvd.
Kansas City, MO 64108-2613
jfields@shb.com
Phone: (816) 559-2266
Fax: (816) 421-5547

(2) If to any Program Participant represented by counsel:

To such Program Participant's counsel as reflected on such Program Participant's Claim Form, or, if such Program Participant has not provided a Claim Form with the necessary contact information, then to the first-listed counsel for such Program Participant, listed on such Program Participant's complaint.

(3) If to the NPC:

Michael S. Burg
Burg Simpson Eldredge Hersh & Jardine, P.C.
40 Inverness Drive East
Englewood, CO 80112
Phone: (303) 792-5595
Fax: (303) 708-0527
yazgbnotice@burgsimpson.com

Michael A. London
Douglas & London, P.C.
111 John Street
Suite 1400
New York, NY 10038
Phone: (212) 566-7500
Fax: (212) 566-7501
mlondon@douglasandlondon.com

Richard D. Meadow
The Lanier Law Firm
126 East 56th Street
New York, NY 10022
Phone: (212) 421-2800
Fax: (917) 546-0464
rdm@lanierlawfirm.com

Daniel S. Robinson
Robinson Calcagnie Robinson Shapiro & Davis, Inc.
19 Corporate Plaza Drive
Newport Beach, CA 92660
Phone: (949) 720-1288
Fax: (949) 720-1292
drobinson@rcrlaw.net

and

Michael M. Weinkowitz
Levin Fishbein Sedran & Berman
510 Walnut Street
Suite 500
Philadelphia, PA 19106
Phone: (215) 592-1500
Fax: (215) 592-4663
YazGBNotice@lfsblaw.com

(4) If to a Program Participant who is not represented by counsel:

To such Program Participant's address as reflected on such Program Participant's Claim Form, or, if such Program Participant has not provided a Claim Form with the necessary contact information, then to such Program Participant's address as reflected on such Program Participant's complaint.

(B) Any notice, request, instruction or other document to be given by any Party or any Claims Administrator to any Program Participant or her counsel hereunder, shall be in writing and delivered in accordance with the terms of Section 12.01(A) above, and such party or Claims Administrator may rely on the contact information last provided by the Program Participant or her counsel to such party or Claims Administrator, as applicable, and no party nor any Claims Administrator shall have any obligation to (but in its sole and absolute discretion may) take other steps to locate Program Participants or counsel as to whom notices, requests, instructions or other documents have been returned as undelivered or undeliverable. Each Program Participant and (if applicable) her counsel shall have the responsibility to keep the Claims Administrator informed of the correct contact information for both such Program Participant and such counsel.

(C) Any such notice, request, instruction or other document shall be deemed to have been given as of the date so transmitted by facsimile or electronic mail, on the next Business Day when sent by Federal Express, or five Business Days after the date so mailed, provided that if any such date on which any such notice or other communication shall be deemed to have been given is not a Business Day, then such notice or other communication shall be deemed to have been given as of the next following Business Day and, provided, further, that delivery otherwise shall be deemed to occur upon tender and rejection by the intended recipient.

Section 12.02 Governing Law

The provisions of this Agreement, appendices, and the individual Releases shall be interpreted in accordance with, and governed by, the laws of the State of Illinois (or United States federal law, to the extent applicable), including any applicable statutes of limitation, without regard to any otherwise applicable principles of conflicts of law or choice of law rules (whether of the State of Illinois or any other jurisdiction) that would result in the application of the substantive or procedural rules or law of any other jurisdiction. The Parties irrevocably submit to the jurisdiction of the Special Master and the MDL Court (or the state court where the case is pending should the MDL Court lack subject matter jurisdiction) for any suit, action, proceeding, or dispute arising out of or relating to the Program, the applicability or enforceability of the Program, or any

document relating to the Program, including the Agreement, any of its Appendices, or the individual Releases.

Section 12.03 Waiver of Inconsistent Provisions of Law; Severability

(A) To the fullest extent permitted by applicable law, each Party waives any provision of law (including the common law), which renders any provision of this Agreement invalid, illegal or unenforceable in any respect.

(B) Any provision of this Agreement which is prohibited or unenforceable to any extent or in any particular context shall be ineffective, but such ineffectiveness shall be limited as follows: (i) if such provision is prohibited or unenforceable only in or as it relates to a particular jurisdiction, such provision shall be ineffective only in or as it relates to (as the case may be) such jurisdiction and only to the extent of such prohibition or unenforceability, and such prohibition or unenforceability in or as it relates to (as the case may be) such jurisdiction shall not otherwise invalidate or render unenforceable such provision (in such or any other jurisdiction); (ii) if (without limitation of, and after giving effect to, clause (i)) such provision is prohibited or unenforceable only in a particular context (including only as to a particular Person or Persons or under any particular circumstance or circumstances), such provision shall be ineffective, but only in such particular context; and (iii) without limitation of clauses (i) or (ii), such ineffectiveness shall not invalidate any other provision of this Agreement. In any event, upon any such determination that any term or other provision is invalid, illegal or unenforceable, NPC and BHCP shall negotiate in good faith to modify this Agreement so as to effect the original intent of NPC and BHCP as closely as possible to the fullest extent permitted by applicable law. Nothing in this Section 12.03(B) is intended to, or shall, limit (1) Section 12.03(A) or (2) the intended effect of Section 12.02.

Section 12.04 Good Faith Negotiations

The NPC and BHCP each acknowledge that: the negotiations leading up to this Agreement were conducted regularly and at arm's length; this Agreement is made and executed by and of each such Party's own free will; each such Party knows all of the relevant facts and its rights in connection therewith; and such Party has not been improperly influenced or induced to make this settlement as a result of any act or action on the part of any other Party or employee, agent, attorney or representative of any other Party. The Parties hereby acknowledge that they entered into this Agreement to compromise permanently and settle the claims between any Program Participant, on the one hand, and BHCP, on the other hand, settled by the execution of this Agreement and the Program Participant's individual Release.

Section 12.05 Construction

(A) With regard to each and every term and condition of this Agreement, the Agreement has been negotiated, prepared and drafted by the NPC and counsel for BHCP, and if at any time any Party desires or is required to interpret or construe any such term or condition or any agreement or instrument subject hereto, no consideration shall be given to the issue of which Party hereto, or its counsel, actually prepared, drafted or requested any term or condition hereof.

(B) The headings of the sections, paragraphs and subsections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. Any reference to an Appendix shall be deemed to refer to the applicable Appendix attached hereto. The words "include" and "including" and words of similar import when used in this Agreement or any Appendix hereto are not limiting and shall be construed to be followed by the words "without limitation," whether or not they are in fact followed by such words. The definitions contained in this Agreement or any Appendix attached hereto are applicable to the singular as well as the plural forms of such terms. Words of any gender (masculine, feminine, neuter) mean and include correlative words of the other genders. As used herein or in any Appendix hereto, the term "dollars" and the symbol "$", shall mean United States dollars. References herein to instruments or documents being submitted "by" any Person include (whether or not so specified) submission of the same on behalf of such Person by her counsel whether or not so specified, provided that if any particular instrument or document is required herein to be executed by a particular Person, it must (unless otherwise expressly specified herein) be so executed by such Person. References herein to any particular Section (such as, for example, Section 12.01) shall be deemed to refer to all sub-Sections of such Section (such as, for example, Section 12.01(A), 12.01(B), etc.), all sub-sub-Sections of such sub-Sections, and so on; the corresponding principle applies to all references herein to any particular sub-Section, sub-sub-Section and so on. The words "this Agreement", "herein", "hereof", "hereby", "hereunder" and words of similar import refer to this Agreement as a whole (together with any Appendices attached hereto) and not to any particular subdivision unless expressly so limited or the context requires otherwise. Any reference herein to this Agreement shall be deemed to include this Agreement as it may be modified, varied, amended or supplemented from time to time.

Section 12.06 No Third Party Beneficiaries; Assignment

(A) No provision of this Agreement or any Appendix attached hereto is intended to create any third-party beneficiary hereto or thereto except as expressly set forth herein or therein. For the avoidance of doubt, nothing

in this Section 12.06 limits or modifies the third-party beneficiary provisions of any Claim Form, Release or Stipulation of Dismissal. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns; provided, however, that neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by any of the NPC or any Program Participant who becomes a Party hereto without the prior written consent of BHCP. Any assignment in violation of this Section 12.06(A) shall be null and void ab initio.

(B) Without limitation of Section 12.06(A) but also without limitation of any NPC's or any Program Participant's right to enforce this Agreement or an associated individual Release, or in the event of gross negligence by the relevant official under this Agreement, no Program Participant shall have any right to institute any proceeding, judicial or otherwise, against any of Defendants (including Bayer), any Special Master, or any Claims Administrator to enforce, or otherwise with respect to, this Agreement.

Section 12.07 Further Assurances

From time to time following the Execution Date, (i) each Party shall take such reasonable actions consistent with the terms of this Agreement as may reasonably be requested by any other Party, and otherwise reasonably cooperate with each other Party in a manner consistent with the terms of this Agreement as reasonably requested by each such other Party, and (ii) each Program Participant and her counsel, if any, shall take such reasonable actions consistent with the terms of this Agreement as may reasonably be requested by BHCP or by the NPC, and otherwise reasonably cooperate with BHCP and the NPC in a manner consistent with the terms of this Agreement as reasonably requested by BHCP or the NPC, in the case of each of (i) and (ii) as may be reasonably necessary in order further to effectuate the intent and purposes of this Agreement and to carry out the terms hereof. To the extent such actions shall be made by counsel, such actions shall be consistent with their duties to their clients who are parties to this Agreement.

Section 12.08 Specific Performance

It is understood and agreed by the Parties that money damages would not be a sufficient remedy for any breach of this Agreement by any Party and each non-breaching Party shall be entitled to specific performance and injunctive or other equitable relief as a remedy of any such breach in addition to any other remedy available at law or in equity, without the necessity of demonstrating the inadequacy of money damages.

Section 12.09 Entire Agreement

This Agreement contains the entire agreement between or among the Parties with respect to the subject matter hereof and supersedes and cancels all previous

agreements, negotiations and commitments between or among the Parties hereto (oral or otherwise) with respect to the subject matter hereof.

Section 12.010 Counterparts; Facsimile Signature

This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. It shall not be necessary for any counterpart to bear the signature of all parties hereto. This Agreement and any amendments hereto, to the extent signed and delivered by means of a facsimile machine or electronic scan (including in the form of an Adobe Acrobat PDF file format), shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

Section 12.011 Recitals

All recitals are incorporated herein as material provisions of this Agreement.

Article XIII. Defined Terms

"Administrative Expenses" has the meaning ascribed thereto in Section 2.04(A).

"Agreement" or "Settlement Agreement" means this Settlement Agreement, including any and all Exhibits, Appendices, and Schedules attached hereto, as the same may be amended or modified from time to time in accordance with the terms hereof.

"ATE" means arterial thromboembolism, including but not limited to myocardial infarction (heart attack) and arterial thromboembolic stroke.

"BarrTeva" means, collectively, Barr Laboratories, Inc., Teva Pharmaceuticals USA, Inc., Barr Pharmaceuticals LLC, Barr Pharmaceuticals Inc., and Teva Pharmaceutical Industries Ltd.

"Bayer" means, collectively, Bayer AG and each of its subsidiaries, affiliates, and divisions who is a Defendant in any of the MDL Cases, any Other Federal Court Proceedings or any State Court Proceedings.

"BHCP" has the meaning ascribed thereto in the Preamble.

"Business Day" means any day other than a Saturday, a Sunday, or a day on which banking institutions in New York City, New York, are authorized or obligated by law or executive order to remain closed.

"California Coordinated Proceedings" has the meaning ascribed thereto in Recital A.

"Cap" has the meaning ascribed thereto in Section 2.01(C).

"Cholecystectomy" has the meaning ascribed thereto in Section 3.03(A)(6).

"Claimants" includes MDL Claimants, Federal Claimants and State Claimants who allege a Claim.

"Claim" and "Claims" have the meanings ascribed thereto in Recital B.

"Claims Administrator" means the Person appointed by BHCP and the NPC, initially BrownGreer PLC, to fulfill the functions of the "Claims Administrator" set forth in this Agreement (for so long as such Person or Persons continues to serve in such capacity).

"Claims Administrator Liaisons" has the meaning set forth in Section 5.02.

"Claim Form" means the Form contained in Appendix D that must be submitted as part of the Claim Package.

"Claim Package" means a Program Participant's request for an award, which includes the requisite documentation, as set forth in Section 3.03, submitted to the Claims Administrator for award consideration under the Program.

"Claim Package Deadline" has the meaning ascribed thereto in Section 3.01.

"CM/ECF" means the electronic case filing system utilized by the MDL Court.

"CMO" means a Case Management Order entered by the MDL Court, a Federal Court or a State Court.

"Cure Deadline" has the meaning ascribed thereto in Section 3.05(C).

"DCOCs" has the meaning ascribed thereto in Recital A.

"Declaration of Counsel" means a declaration in the form attached hereto as Appendix G certifying that the Eligible Claimant (or his or her personal representative) signed a retainer agreement with that attorney (or with his or her law form) prior to the Execution Date.

"Defendants" means any and all defendants in any of the MDL Cases, the Other Federal Court Proceedings, or the State Court Proceedings, and all retailers, wholesalers, marketers, or other entities that distributed, sold, or otherwise provided DCOCs to any DCOC user in any such cases, and includes all parents, subsidiaries, successors, predecessors, and affiliated companies of the foregoing, and the respective employees, agents, assigns, shareholders, officers, directors, servants, other representatives, underwriters, attorneys, and insurers of each of them.

"Derivative Claim" means a claim that derives from the Claim alleged by the Person whose gallbladder was injured.

"Effective Date" has the meaning ascribed thereto in Section 9.02.

"Eligible Claimant" has the meaning ascribed thereto in Section 1.05.

"Eligible MDL Claimant" means an Eligible Claimant with a case filed in the MDL as of the Filing Deadline.

"Eligible Claims" include, and are limited to, claims from Eligible Claimants who timely submit a completed Claim Package in accordance with the terms of the Agreement.

"Event Records" has the meaning ascribed thereto in Section 3.03(A)(6).

"Execution Date" has the meaning ascribed thereto in the Preamble.

"Expense Report" has the meaning ascribed thereto in Section 2.04(B).

"Federal Cases" means any Claims constituting part of the MDL or the Other Federal Court Proceedings (including any such Claim that has been removed from federal court and is awaiting transfer to the MDL Court) that have been filed as of the Filing Deadline.

"Federal Claimant" means a Person or Persons who have asserted a Claim in any Other Federal Court Proceedings.

"Federal Participant" means each Eligible Claimant with Claims constituting part of the Other Federal Court Proceedings who (or whose counsel) timely has filed a "Notice of Intent to Opt In Form."

"Federal Stipulation of Dismissal" has the meaning ascribed thereto in Section 3.03(A)(8)(b).

"Filing Deadline" means March 25, 2013 (i.e., the tenth (10th) day following the date on which the MDL Court posts on the CM/ECF system the Implementing CMO together with the Agreement).

"Final Award" has the meaning ascribed thereto in Section 3.06(A).

"Final Award Notice" has the meaning ascribed thereto in Section 3.06(D).

"Gallbladder Injury" means a gallbladder injury or gallbladder disease.

"Gallbladder Resolution Program" has the meaning ascribed thereto in Recital B.

"Governmental Payors" has the meaning ascribed thereto in Section 8.01(B).

"Implementing CMO" has the meaning ascribed thereto in Section 1.04(A).

"Internal Revenue Code" means the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

"Liability or Liabilities" means any and all debts, liabilities, covenants, promises, contracts, agreements and/or obligations of whatever kind, nature, description or basis, whether

fixed, contingent or otherwise, whether presently known or unknown, developed or undeveloped, discovered or undiscovered, foreseen or unforeseen, matured or unmatured, or accrued or not accrued.

"Lien" means any lien, claim, mortgage, hypothecation, encumbrance, assignment, subrogation right, reimbursement claim, right of indemnity, right to payment, third-party interest or adverse claim of any nature whatsoever, pledge, security interests or charges of any kind, in each case whether statutory or otherwise, including any of the foregoing relating to medical treatment or lost wages, based on any legal expenses, bills, or costs that have been or may be asserted by any health care provider, insurer, governmental entity, employer, any other Person operating under contract with any of the previously mentioned entities, or any other Person.

"Lien Resolution Firm" means an entity chosen by the NPC to assist Program Participants in dealing with Liens that are or may be asserted by Governmental Payors or Private Payors.

"LMI" has the meaning ascribed thereto in Section 3.03(B).

"MDL" has the meaning ascribed thereto in Recital A.

"MDL Cases" has the meaning ascribed thereto in Recital B.

"MDL Claimant" means a Person or Persons who have asserted a Claim in the MDL.

"MDL Court" has the meaning ascribed thereto in Recital A.

"MDL Participant" means each Eligible MDL Claimant who has filed a gallbladder claim, but not a Claim alleging a VTE or ATE Injury, and who has not filed timely a "Notice of Intent to Opt Out Form," and each Eligible MDL Claimant who has filed a Claim alleging a VTE or ATE Injury as well as a gallbladder claim and has filed timely a "Notice of Intent to Opt In Form."

"MDL Stipulation of Dismissal" has the meaning ascribed thereto in Section 3.03(A)(8)(a).

"Medical Records" has the meaning ascribed thereto in Section 3.03(A)(5).

"NPC" has the meaning ascribed thereto in the Preamble.

"New Jersey Coordinated Proceedings" has the meaning ascribed thereto in Recital A.

"Non-Participating Private Payor" has the meaning ascribed thereto in Section 8.01(C)(2)(c).

"Notice" has the meaning ascribed thereto in Section 3.05(B).

"Notice of Appeal" has the meaning ascribed thereto in Section 5.03(F).

"Opt In Deadline" has the meaning ascribed thereto in Section 1.04(A).

"Opt Out Deadline" has the meaning ascribed thereto in Section 1.04(A).

"Other Federal Court Proceedings" has the meaning ascribed thereto in Recital A.

"Party" means, individually, and "Parties" means, collectively, NPC, BHCP, Program Participants and their counsel.

"Person" means a natural person, corporation, limited liability company, other company, trust, joint venture, association, partnership, or other enterprise or entity, or the legal representative of any of the foregoing.

"Philadelphia Court of Common Pleas Coordinated Proceeding" has the meaning ascribed thereto in Recital A.

"PLRP" has the meaning ascribed thereto in Section 8.01(C)(2)(b).

"Pre-Cap Total" has the meaning ascribed thereto in Section 2.01(C)(1).

"Preliminary Award" has the meaning ascribed thereto in Section 3.06(A).

"Preliminary Award Notice" has the meaning ascribed thereto in Section 3.06(B).

"Prescription Records" has the meaning ascribed thereto in Section 3.03(A)(4).

"Private Lien Resolution Program" means a program administered by the Lien Resolution Firm to address private Liens.

"Private Payors" has the meaning ascribed thereto in Section 8.01(C).

"Program" has the meaning ascribed thereto in Recital B.

"Program Participant(s)" means, individually and collectively, each Eligible Claimant who participates in the Program, either by opting in, or by declining to opt out, as the circumstances require.

"QSF Administrator" refers to the Person who will function as the Qualified Settlement Fund Administrator.

"Qualified Settlement Fund" means the settlement fund established pursuant to Section 2.02 in which BHCP will deposit the Settlement Funds.

"Qualified Settlement Fund Agreement" means the agreement governing distributions of monies deposited into the Qualified Settlement Fund.

"Release" means the form of release of claims attached hereto as Appendix E-1 or E-2, as applicable.

"Released Claims" has the meaning ascribed thereto in the Release.

"Released Persons" has the meaning ascribed thereto in the Release.

"Second Notice" has the meaning ascribed thereto in Section 3.05(B).

"Settlement Funds" has the meaning ascribed thereto in Section 2.01(A).

"Special Master" has the meaning ascribed thereto in Section 4.01.

"State Cases" means any Claims constituting part of the State Court Proceedings that are pending as of the Filing Deadline.

"State Claimant" means a Person or Persons who have asserted a Claim in any State Court Proceedings.

"State Coordinating Courts" has the meaning ascribed thereto in Recital A.

"State Court Proceedings" has the meaning ascribed thereto in Recital A.

"State Participant" means each Eligible Claimant with Claims constituting part of the State Court Proceedings who (or whose counsel) timely has filed a "Notice of Intent to Opt In Form."

"State Stipulation of Dismissal" has the meaning ascribed thereto in Section 3.03(8)(c).

"Stipulation of Dismissal" means, as the context may require, an MDL Stipulation of Dismissal, a Federal Stipulation of Dismissal, or a State Stipulation of Dismissal.

"Supporting Documentation" means any and all of the various documents and information required pursuant to Section 3.03 of the Agreement.

"Tax Expenses" has the meaning ascribed thereto in Section 2.03(C).

"Taxes" has the meaning ascribed thereto in Section 2.03(C).

"Tier 1 Award" has the meaning ascribed thereto in Section 2.05(B)(1).

"Tier 2 Award" has the meaning ascribed thereto in Section 2.05(B)(2).

"Tier 1 Claim" has the meaning ascribed thereto in Section 2.05(A)(1).

"Tier 2 Claim" has the meaning ascribed thereto in Section 2.05(A)(2).

"VTE" means a venous thromboembolism, including deep vein thrombosis and pulmonary embolism.

"VTE or ATE Injury" means a Program Participant's documented VTE injury or ATE injury resulting from the use of DCOCs.

"Walk Away Right" has the meaning ascribed thereto in Section 9.02.

Article XIV. Appendices

Appendix A	Implementing CMO
Appendix B-1	Notice of Intent to Opt Out Form
Appendix B-2	Notice of Intent to Opt In Form
Appendix C	Reserved
Appendix D	Claim Form
Appendix E-1	Release
Appendix E-2	Release Pertaining to Action with Derivative Claims
Appendix F-1	MDL Stipulation of Dismissal
Appendix F-2	State Stipulation of Dismissal (California)
Appendix F-3	State Stipulation of Dismissal (New Jersey)
Appendix F-4	State Stipulation of Dismissal (Pennsylvania)
Appendix G	Declaration of Counsel

IN WITNESS WHEREOF, NPC and BHCP have executed this Agreement effective as of the Execution Date.

Bayer HealthCare Pharmaceuticals Inc.

Michael McDonald

Michael McDonald, Secretary

March 15, 2013

Bayer HealthCare Pharmaceuticals Inc.

Negotiating Plaintiffs' Counsel

_____

Michael S. Burg

_____ __, 2013

Burg Simpson Eldredge Hersh & Jardine, P.C.
40 Inverness Drive East
Englewood, CO 80112
Phone: (303) 792-5595
Fax: (303) 708-0527
yazgbnotice@burgsimpson.com

_____

Michael A. London

_____ __, 2013

Douglas & London, P.C.
111 John Street
Suite 1400
New York, NY 10038
Phone: (212) 566-7500
Fax: (212) 566-7501
mlondon@douglasandlondon.com

IN WITNESS WHEREOF, NPC and BHCP have executed this Agreement effective as of the Execution Date.

Bayer HealthCare Pharmaceuticals Inc.

_____

_____ __, 2013
Bayer HealthCare Pharmaceuticals Inc.

Negotiating Plaintiffs' Counsel

_____
Michael S. Burg

3-15 __, 2013
Burg Simpson Eldredge Hersh & Jardine, P.C.
40 Inverness Drive East
Englewood, CO 80112
Phone: (303) 792-5595
Fax: (303) 708-0527
yazgbnotice@burgsimpson.com

_____
Michael A. London

_____ __, 2013
Douglas & London, P.C.
111 John Street
Suite 1400
New York, NY 10038
Phone: (212) 566-7500
Fax: (212) 566-7501
mlondon@douglasandlondon.com

IN WITNESS WHEREOF, NPC and BHCP have executed this Agreement effective as of the Execution Date.

Bayer HealthCare Pharmaceuticals Inc.

_____

_____ __, 2013
Bayer HealthCare Pharmaceuticals Inc.

Negotiating Plaintiffs' Counsel

_____
Michael S. Burg

_____ __, 2013
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Phone: (303) 792-5595
Fax: (303) 708-0527
yazgbnotice@burgsimpson.com

_____
Michael A. London

March 15, 2013
Douglas & London, P.C.
111 John Street
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New York, NY 10038
Phone: (212) 566-7500
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3/15, 2013

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rdm@lanierlawfirm.com

Daniel S. Robinson

3/15, 2013

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Phone: (949) 720-1288
Fax: (949) 720-1292
drobinson@rcrlaw.net

Michael M. Weinkowitz

3/15, 2013

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Philadelphia, PA 19106
Phone: (215) 592-1500
Fax: (215) 592-4663
mweinkowitz@lfsblaw.com

Appendix A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF ILLINOIS

IN RE: YASMIN AND YAZ (DROSPIRENONE) MARKETING, SALES PRACTICES AND PRODUCTS LIABILITY LITIGATION	)))))	3:09-md-02100-DRH-PMF MDL No. 2100

This Document Relates to:

ALL CASES

[PROPOSED] ORDER #__
CASE MANAGEMENT
(Settlement Agreement and Deadlines – Gallbladder Injuries)

This Court is advised that Bayer HealthCare Pharmaceuticals Inc. ("BHCP") and a committee of plaintiffs' counsel appointed by this Court in cooperation with the state court Judges in the Pennsylvania, New Jersey and California coordinated proceedings ("Negotiating Plaintiffs Counsel" or "NPC") have negotiated a Settlement Agreement ("Agreement") to resolve claims involving gallbladder injuries. The Agreement is attached as Exhibit A to this Order. The Agreement establishes a program (the "Gallbladder Resolution Program" or "Program") for the settlement of cases filed in this MDL No. 2100, cases pending in other federal courts but not yet transferred into MDL No. 2100 ("Other Federal Court Cases"), and cases filed in the California Coordinated Proceedings, the New Jersey Coordinated Proceedings, the Philadelphia Court of Common Pleas Coordinated Proceedings as well as any other state courts ("State Cases"), in which plaintiff(s) alleges gallbladder disease and/or gallbladder injuries resulting from the use of drospirenone-containing oral contraceptives manufactured by Bayer or manufactured or marketed by BarrTeva, as defined in the Agreement ("Gallbladder Plaintiffs").

I. AUTHORITY OF COURT TO OVERSEE SETTLEMENT

This Court has authority to preside over and manage various aspects of the Agreement and the Gallbladder Resolution Program, including, but not limited to, the entry of Orders establishing time frames for the completion of acts defined in the Agreement. Fed. R. Civ. P. 16(a)(5), (d); *In re Vioxx Prods. Liab. Litig.*, 650 F. Supp. 2d 549 (E.D. La. 2009); *In re Propulsid Prods. Liab. Litig.*, 2004 WL 305816 (E.D. La. 2004). The instructions herein are to be construed as the orders of this Court.

II. MDL CASES

All Gallbladder Plaintiffs with cases pending in MDL No. 2100 ("MDL Gallbladder Plaintiffs") that have been filed and served on Defendants as of the "Filing Deadline," set forth in this Order, shall be given notice of this Order and of the Agreement executed by BHCP and the NPC. The Clerk of Court is hereby directed to file this Order in each individual case pending in this MDL (in addition to filing the Order on the general docket for this MDL applicable to all cases).

For ease of administration of the Gallbladder Resolution Program and so that no Gallbladder Plaintiff is inadvertently excluded from the Settlement Program, **all MDL Gallbladder Plaintiffs, other than those alleging a venous or arterial thromboembolism in addition to a gallbladder injury or disease, are automatically enrolled in, and bound by the terms of, the Gallbladder Resolution Program unless such Plaintiff submits a "Notice of Intent to Opt Out Form," attached as Exhibit B (Appendix B-1) to this Order and available at http://www.ilsd.uscourts.gov/mdl/mdl2100.aspx, by the "Opt-Out Deadline" set forth in this Order (and as may be extended as applicable under the terms of the Agreement). MDL Gallbladder Plaintiffs who do not timely submit a "Notice of Intent to Opt Out Form" shall submit a complete Claim Package, as detailed in the Agreement, by the Claim**

Package Deadline, extended as may be appropriate to the Cure Deadline, both set forth in this Order, to be eligible for an award under the Gallbladder Resolution Program.

The claims of MDL Gallbladder Plaintiffs, other than MDL Gallbladder Plaintiffs alleging a venous or arterial thromboembolism in addition to a gallbladder injury or disease, who do not submit a "Notice of Intent to Opt Out Form" and who do not timely submit a complete Claim Package will not be eligible to receive any compensation under the Program and will be subject to a motion by Defendant for dismissal with prejudice following the Cure Deadline as set forth in the Agreement.

MDL Gallbladder Plaintiffs who allege venous or arterial thromboembolism in addition to a gallbladder injury or disease are permitted to enroll in, and be bound by the terms of, the Gallbladder Resolution Program but these plaintiffs are not automatically enrolled in the Program and must take affirmative action to participate by submitting a "Notice of Intent to Opt In Form," attached as Exhibit C (Appendix B-2) to this Order and available at http://www.ilsd.uscourts.gov/mdl/mdl2100.aspx, by the "Opt-In Deadline" set forth in this Order (and extended as applicable under the terms of the Agreement). Under the terms of the Agreement, by enrolling in the Program, any plaintiff will be required to submit a completed Claims Package, as detailed in the Agreement, to be eligible for an award under the Gallbladder Resolution Program, which will include a Release, releasing all claims against the defendants, including their claims alleging an arterial or venous thromboembolism injury.

III. OTHER FEDERAL COURT CASES AND STATE CASES

Gallbladder Plaintiffs with claims pending in Other Federal Court Cases ("Other Federal Court Gallbladder Plaintiffs"), as well as Gallbladder Plaintiffs with claims pending in State Cases ("State Court Gallbladder Plaintiffs"), are permitted to enroll in, and be bound by the terms of, the Gallbladder Resolution Program. Other Federal Court Gallbladder Plaintiffs and

State Court Gallbladder Plaintiffs are not automatically enrolled in the Gallbladder Resolution Program, but rather must take affirmative action to participate. Other Federal Court Gallbladder Plaintiffs and State Court Gallbladder Plaintiffs who intend to participate in the Gallbladder Resolution Program must submit a "Notice of Intent to Opt In Form," attached as Exhibit C (Appendix B-2) to this Order and available at http://www.ilsd.uscourts.gov/mdl/mdl2100.aspx, by the "Opt-In Deadline" set forth in this Order (and extended as applicable under the terms of the Agreement). Other Federal Court Gallbladder Plaintiffs and State Court Gallbladder Plaintiffs who submit a "Notice of Intent to Opt In Form" shall submit a complete Claim Package, as detailed in the Agreement, by the Claim Package Deadline, extended as appropriate to the Cure Deadline, to be eligible for an award under the Gallbladder Resolution Program.

The claims of Other Federal Court Gallbladder Plaintiffs and State Court Gallbladder Plaintiffs who submit a "Notice of Intent to Opt In Form," but who do not timely submit a complete Claim Package, will not be eligible to receive any compensation under the Program and will be subject to a motion by Defendant for dismissal with prejudice following the Cure Deadline as set forth in the Agreement. State Court judges shall retain jurisdiction over State Cases, and exclusive jurisdiction over the termination of Plaintiff rights to sue Defendants in those cases.

IV. SETTLEMENT PROGRAM DEADLINES

March 25, 2013 (by 11:59 p.m. C.T.) **(the "Filing Deadline")**	Date by which claimants must file and serve new cases alleging a gallbladder injury or gallbladder disease, subject to the requirements of Sections VI and VII below, in order to be eligible for participation in the Gallbladder Resolution Program.

March 15, 2013 to 11:59 p.m. C.T. on April 29, 2013 (the "Opt-Out Deadline")	Window of time for individual MDL Gallbladder Plaintiffs (other than those who allege a venous or arterial thromboembolism injury) to opt out of the Gallbladder Resolution Program by submitting the "Notice of Intent to Opt Out Form." A one-time extension of thirty (30) days to the Opt-Out Deadline may be sought from the Claims Administrator in accordance with the terms of the Agreement.
March 15, 2013 to 11:59 p.m. C.T. on April 29, 2013 (the "Opt-In Deadline")	Window of time in which MDL Gallbladder Plaintiffs who also allege a venous or arterial thromboembolism injury, Other Federal Court Gallbladder Plaintiffs, and State Court Gallbladder Plaintiffs may elect to participate in the Gallbladder Resolution Program by submitting the "Notice of Intent to Opt In Form." An extension of thirty (30) days to the Opt-In Deadline may be sought from the Claims Administrator in accordance with the terms of the Agreement. In addition to such thirty (30) day extension for individual plaintiffs seeking such an extension, the Claims Administrator, in the Claims Administrator's discretion, may allow an additional twenty (20) days for plaintiffs to opt in to the Gallbladder Resolution Program under the terms of the Agreement.
11:59 p.m. C.T. on the 30th day following the last day of the final extension of the Opt In Deadline for opting into the Gallbladder Resolution Program (the "Effective Date")	Date by which BHCP may exercise its termination right under the Agreement. If BHCP's termination right under the Agreement expires without previously having been exercised, this date shall become the Effective Date of the Agreement.
Ninety (90) days from the Effective Date (the "Claim Package Deadline")	Window of time in which Gallbladder Resolution Program participants may submit Claim Packages seeking an award under the Gallbladder Resolution Program.
Thirty (30) days after Notice sent by Claims Administrator notifying of Claims Package deficiencies (the "Cure Deadline")	Date by which a Gallbladder Resolution Program participant must cure deficiencies in her Claims Package. A claimant may seek an extension of an additional thirty (30) days from the Claims Administrator in accordance with the terms of the Agreement.

V. FORM SUBMISSION

"Notice of Intent to Opt Out Forms" and "Notice of Intent to Opt In Forms" must be submitted in one of the following ways:

1. Online at www.yazofficialsettlement.com, in accordance with instructions provided therein by the Claims Administrator;

   -or-

2. By email to all of the following:

   (a) OptInOptOutNotice@yazofficialsettlement.com (Claims Administrator)
   (b) OptInOptOutNotice@shb.com (BHCP's counsel)
   (c) YazGBClaimNotice@uselaws.com (NPC);

   -or-

3. By United States Mail or other carrier, return receipt requested, to all of the following:

Claims Administrator:	BHCP's counsel:	NPC:
Yaz Settlement Claims Administrator BrownGreer PLC P.O. Box 85006 Richmond, VA 23285-5006	Jeff Fields Shook, Hardy & Bacon L.L.P. 2555 Grand Blvd. Kansas City, MO 64108-2613	Roger C. Denton Schlichter, Bogard & Denton, LLP 100 South Fourth St., Ste 900 St. Louis, MO 63102

VI. SERVICE OF PROCESS AND ATTORNEY DECLARATIONS FOR NEW CASES FILED BETWEEN THE EXECUTION DATE OF THE AGREEMENT AND THE FILING DEADLINE

For all new cases alleging a gallbladder injury or gallbladder disease filed in this MDL No. 2100, or filed in any jurisdiction and ultimately transferred or removed to this MDL, and served on Defendant as set forth below, between March 15, 2013 (the Execution Date of the Agreement) and 11:59 p.m. on March 25, 2013 (the Filing Deadline), unless such Plaintiff submits a "Notice of Intent to Opt Out Form" as detailed above, such Complaints must be accompanied by a declaration, in a form substantially similar to the form attached as Exhibit D

(Appendix G) to this Order and available at http://www.ilsd.uscourts.gov/mdl/mdl2100.aspx, from the attorney or attorneys filing the Complaint, affirming that such Plaintiff had signed a retainer agreement with that attorney or his or her law firm prior to March 15, 2013.

In order to be eligible for participation in the Gallbladder Resolution Program, service upon BHCP of such new Complaints alleging a gallbladder injury or gallbladder disease filed in this MDL No. 2100 between March 15, 2013 and the Filing Deadline, or filed in any jurisdiction between March 15, 2013 and the Filing Deadline and ultimately transferred or removed to this MDL, must be made on or before the Filing Deadline by one of the following methods:

1. By email to ServeBayer@shb.com; or
2. By United States Mail or other carrier, post-marked on or before the Notice Deadline as set forth above, return receipt requested, to the following:

Douglas Beck
Shook, Hardy & Bacon L.L.P.
2555 Grand Blvd.
Kansas City, Missouri 64108-2613

For purposes of participation in the Gallbladder Resolution Program no other service is necessary, and Plaintiffs need not name, and may not serve, any entity other than BHCP in accordance with the procedures specified in this Section.

VII. SERVICE OF COMPLAINTS FILED BEFORE THE EXECUTION DATE OF THE AGREEMENT BUT NOT SERVED BY THE DATE OF THIS ORDER

So that the parties, and this Court, can have an accurate census of the cases in this litigation, if a case alleging gallbladder disease and/or gallbladder injury, either alone or in combination with another injury (unless that injury is an arterial thromboembolism or venous thromboembolism), has been filed in this Court and has not yet been served on the Defendant ("Filed But Unserved Cases"), Counsel of Record for that case shall serve the case on BHCP within ten (10) days of the entry of this Order (by March 25, 2013) in accordance with the

service procedures set forth above in Section VI. All Filed But Unserved Cases shall be subject to a motion to dismiss with prejudice for failure to comply with this Order if not timely served, and will thereupon be dismissed with prejudice unless counsel can demonstrate good reason for noncompliance with this Order. For cases alleging all other injuries, the existing service of process procedures specified in CMO 9, as amended, shall apply.

VIII. APPOINTMENT OF SPECIAL MASTER

The Court, by this Order, appoints Professor Stephen Saltzburg as Special Master to hear motions to dismiss claims that fail to comply with the terms of the Agreement, and to recommend to this Court rulings on such motions, as specified in the Agreement.

Date: _____ _____

Honorable David R. Herndon
Chief Judge, United States District Court

Appendix B-1

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF ILLINOIS

IN RE: YASMIN AND YAZ (DROSPIRENONE) MARKETING, SALES PRACTICES AND PRODUCTS LIABILITY LITIGATION	)))))	3:09-md-02100-DRH-PMF MDL No. 2100

NOTICE OF INTENT TO OPT OUT FORM

ALL MDL PLAINTIFFS WITH PERSONAL INJURY CLAIMS ALLEGING GALLBLADDER DISEASE AND/OR GALLBLADDER INJURIES, EITHER ALONE OR IN COMBINATION WITH ANOTHER INJURY, FILED AND SERVED ON OR BEFORE MARCH 25, 2013 ARE AUTOMATICALLY ENROLLED IN THE MDL GALLBLADDER RESOLUTION PROGRAM (the "Program") UNLESS: (1) THE CASE ALLEGES A GALLBLADDER INJURY AND A VENOUS THROMBOEMBOLISM (INCLUDING, BUT NOT LIMITED TO, DEEP VEIN THROMBOSIS OR PULMONARY EMBOLISM) OR ARTERIAL THROMBOEMBOLISM (INCLUDING, BUT NOT LIMITED TO, HEART ATTACK OR ARTERIAL THROMBOEMBOLIC STROKE) INJURY, PENDING IN MDL DOCKET NO. 2100; OR (2) THE PLAINTIFF SUBMITS THIS FORM OPTING OUT OF THE PROGRAM.

IF YOU DO NOT WISH TO PARTICIPATE IN THE GALLBLADDER RESOLUTION PROGRAM, YOU MUST SUBMIT THIS FORM ON OR BEFORE 11:59 p.m. C.T. ON APRIL 29, 2013 (UNLESS EXTENDED TO A LATER DATE PURSUANT TO THE TERMS OF THE SETTLEMENT AGREEMENT) AS FOLLOWS:

(1) **Preferred option for submission**: Online at www.yazofficialsettlement.com, in accordance with instructions provided therein by the Claims Administrator.

-OR-

(2) By email **to all of the following**:

(a) OptInOptOutNotice@yazofficialsettlement.com (Claims Administrator)
(b) OptInOptOutNotice@shb.com (BHCP's counsel)
(c) YazGBClaimNotice@uselaws.com (NPC);

-OR-

(3) By United States Mail or other carrier, return receipt requested, **to all of the following**:

Claims Administrator:	BHCP's counsel:	NPC:
Yaz Settlement Claims Administrator BrownGreer PLC P.O. Box 85006 Richmond, VA 23285-5006	Jeff Fields Shook, Hardy & Bacon L.L.P. 2555 Grand Blvd. Kansas City, MO 64108-2613	Roger C. Denton Schlichter, Bogard & Denton, LLP 100 South Fourth St., Ste 900 St. Louis, MO 63102

By timely submitting this form, you acknowledge and agree that you will not be entitled to seek an award under the Gallbladder Resolution Program. Failure to timely submit this form means that you will automatically be enrolled in the Program (unless your case alleges a gallbladder injury and a venous thromboembolism or arterial thromboembolism injury), although you will not be eligible for an award unless you also timely submit a completed Claim Package pursuant to the Program. By checking the box below and executing this form, you acknowledge that you have been fully advised of your rights under the Settlement Agreement and elect to opt out of the Program.

☐ **I elect to opt out of the Gallbladder Resolution Program.**

Print Name: _____
Date: _____
Signature: _____
Case No.: _____
Attorney's Name: _____
Firm Name: _____
Attorney's Address: _____
Attorney's Email: _____
Attorney's Telephone Number: _____

Appendix B-2

NOTICE OF INTENT TO OPT IN FORM

THIS FORM APPLIES TO ALL PLAINTIFFS WITH PERSONAL INJURY CLAIMS, FILED AND SERVED ON OR BEFORE MARCH 25, 2013, ALLEGING GALLBLADDER DISEASE AND/OR GALLBLADDER INJURIES PENDING IN STATE AND FEDERAL COURTS, OTHER THAN CASES PENDING IN MDL DOCKET NO. 2100 ("MDL"). THIS FORM ALSO APPLIES TO ALL PLAINTIFFS WITH CASES, FILED AND SERVED ON OR BEFORE MARCH 25, 2013, PENDING IN MDL NO. 2100 WHO ALLEGE A VENOUS THROMBOEMBOLISM (INCLUDING, BUT NOT LIMITED TO, DEEP VEIN THROMBOSIS OR PULMONARY EMBOLISM) OR ARTERIAL THROMBOEMBOLISM (INCLUDING, BUT NOT LIMITED TO, HEART ATTACK OR ARTERIAL THROMBOEMBOLIC STROKE) INJURY IN COMBINATION WITH A GALLBLADDER INJURY.

IF YOU WISH TO PARTICIPATE IN THE GALLBLADDER RESOLUTION PROGRAM (the "Program") AND TO BE POTENTIALLY ELIGIBLE FOR AN AWARD UNDER THE PROGRAM, YOU MUST SUBMIT THIS FORM ON OR BEFORE 11:59 p.m. C.T. ON APRIL 29, 2013 (UNLESS EXTENDED TO A LATER DATE PURSUANT TO THE TERMS OF THE SETTLEMENT AGREEMENT) AS FOLLOWS:

(1) **Preferred option for submission**: Online at www.yazofficialsettlement.com, in accordance with instructions provided therein by the Claims Administrator.

-OR-

(2) By email **to all of the following**:

(a) OptInOptOutNotice@yazofficialsettlement.com (Claims Administrator)
(b) OptInOptOutNotice@shb.com (BHCP's counsel)
(c) YazGBClaimNotice@uselaws.com (NPC);

-OR-

(3) By United States Mail or other carrier, return receipt requested, **to all of the following**:

Claims Administrator:	BHCP's counsel:	NPC:
Yaz Settlement Claims Administrator BrownGreer PLC P.O. Box 85006 Richmond, VA 23285-5006	Jeff Fields Shook, Hardy & Bacon L.L.P. 2555 Grand Blvd. Kansas City, MO 64108-2613	Roger C. Denton Schlichter, Bogard & Denton, LLP 100 South Fourth St., Ste 900 St. Louis, MO 63102

BY OPTING IN, PLAINTIFFS WITH OTHER INJURIES IN ADDITION TO GALLBLADDER DISEASE AND/OR GALLBLADDER INJURY UNDERSTAND THAT THEY WILL HAVE TO PROVIDE TO DEFENDANTS A RELEASE OF ALL CLAIMS, INCLUDING THEIR NON-GALLBLADDER INJURIES.

By timely submitting this form, you agree to be bound by the terms of the Settlement Agreement and the jurisdiction of the Special Master and the MDL Court (or the state court in which the case is pending, should the MDL Court lack subject matter jurisdiction) with regard to all matters pertaining to the Settlement Agreement and the Program contained therein. You acknowledge that you will not be eligible for an award unless you also timely submit a completed Claim Package pursuant to the Program. You agree that the Special Master will hear motions to dismiss claims that fail to comply with the Settlement Agreement and make recommendations to the court in which your case is pending. You also agree that appeals of determinations by the claims administrator as to whether a Claimant is entitled to payment and, if so, the amount of that payment, will be resolved by the Special Master and that the Special Master's decisions will be binding on the parties. You acknowledge that the Special Master's rulings on these appeals are separate from recommendations he makes as a Special Master on appointment from the MDL Court or other court. By checking the box below and executing this form, you acknowledge that you have been fully advised of your rights under the Settlement Agreement and elect to participate in the Program.

☐ **I elect to participate in the Gallbladder Resolution Program.**

Print Name: _____
Date: _____
Signature: _____
Case No.: _____
Attorney's Name: _____
Firm Name: _____
Attorney's Address: _____
Attorney's Email: _____
Attorney's Telephone Number: _____

Appendix C
(reserved)

Appendix D

Claimant: _____
(name)

CLAIM FORM

The Claim Package, including a completed copy of this Claim Form, must be submitted no later than the Claim Package Deadline on behalf of all Claimants, including unrepresented (*pro se*) Claimants, in the Gallbladder Resolution Program (the "Program") outlined in the Settlement Agreement of March 15, 2013 (the "Agreement").

Counsel for Claimants, and all *pro se* Claimants, must complete Sections I, II, III, IV, V, and VI of this Claim Form.

I. CASE INFORMATION

A. Information Regarding Claimant:

_____
Name

_____
Address

_____
Telephone Number

_____
Social Security Number

_____
Date of Birth

_____
Any other names by which Claimant has been known, including but not limited to maiden name

B. Information Regarding Primary Attorney:

_____
Name of Attorney

_____
Firm Name

_____
City, State and Zip Code

_____
Telephone Number

_____
Telecopy Number

_____
E-mail Address

C. Information Regarding Case**:**

_____
Court/Jurisdiction

_____
Case Caption

_____
Case No.

II. PERSONAL REPRESENTATIVE INFORMATION FOR DECEASED OR INCAPACITATED CLAIMANTS

A. Does the Claimant have a representative? _____Yes _____No
(If Yes, complete this Section II, if No, Skip to Section III.)

B. Relationship to Claimant: _____

C. Last Name: _____
First Name: _____
Middle Name or Initial: _____

D. Address: _____

E. Telephone Number: _____

F. Social Security Number: _____

G. Date of Birth: _____

H. Date of Death of Claimant (if applicable): _____ Do you claim Product caused the death: ____Yes ____ No

III. CLAIM INFORMATION

Check the injury Claimant is claiming from Claimant's use of DCOCs and indicate the date(s) of occurrence:

Injury Type	Date
___ Surgery to remove gallbladder (cholecystectomy) according to medical records included in this Claim Package (Tier 1 Claim)	_____
___ Diagnosis of a gallbladder injury according to medical records included in this Claim Package, but no surgery to remove gallbladder (cholecystectomy) was performed (Tier 2 Claim)	_____

IV. CLAIM PACKAGE MATERIALS

Attach all Claim Package materials as required by Section 3.03 of the Agreement. Indicate that you have included the following in your submission:

_____ A completed copy of this Claim Form.

_____ An executed copy of the Release(s) contained in Appendix E-1 or Appendix E-2 to the Agreement.

_____ The Prescription Records specified in Section 3.03(A)(4) of the Agreement.

_____ The Medical Records specified in Section 3.03(A)(5) of the Agreement.

_____ The Event Records specified in Section 3.03(A)(6) of the Agreement, if applicable.

_____ A Stipulation of Dismissal that meets the requirements of Section 3.03(A)(8) of the Agreement.

_____ Wire instructions for use by the QSF Administrator as specified in Section 3.03(A)(9) of the Agreement.

V. CLAIMANT'S ELIGIBILITY FOR MEDICARE

A. Pursuant to the requirements of Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007, codified at 42 U.S.C. 1395y(b)(7) and (b)(8), Claimant and Counsel for Claimant represent and warrant that the following information provided in this form is complete and accurate: (1) the Claimant's Social Security Number; (2) the Claimant's full legal name; and (3) the Claimant's date of birth.

B. Certification Relating to Medicare Eligibility:

To the best of her knowledge, Claimant certifies, by indicating below, that she

_____ IS eligible to receive Medicare benefits.
_____ IS NOT eligible to receive Medicare benefits.

- -

VI. CLAIMANT'S CERTIFICATION REGARDING BANKRUPTCY

Claimant certifies, by indicating below, that she

_____ IS a party in a bankruptcy action currently pending in which she is seeking bankruptcy protection.

_____ IS NOT a party in a bankruptcy action currently pending in which she is seeking bankruptcy protection.

- - - -

CERTIFICATION AND AUTHORIZATION

By submitting this Claim Form, I agree to be bound by the terms of the Agreement and the jurisdiction of the Special Master, and the court presiding over MDL No. 2100, the federal multi-district litigation venued in the United States District Court for the Southern District of Illinois (the "MDL Court"), or the state court in which the case is pending, should the MDL Court lack subject matter jurisdiction, with regard to all matters pertaining to the Agreement and the Program contained therein. I agree that the Special Master will hear motions to dismiss claims that fail to comply with the Agreement and make recommendations to the court in which my case is pending. I also agree that appeals of determinations by the Claims Administrator as to whether a Claimant is entitled to payment and, if so, the amount of that payment, will be resolved by the Special Master, and that the Special Master's decisions will be binding on the parties. I acknowledge that the Special Master's rulings on these appeals are separate from recommendations he makes as a Special Master on appointment from the MDL Court or other court. By executing this form, I acknowledge that I have been fully advised of my rights under the Agreement and elect to participate in the Program.

I declare under penalty of perjury subject to 28 U.S.C. § 1746 that all of the information provided in this Claim Form is true and correct to the best of my knowledge, information and belief.

_____	_____	_____
Signature	Print Name	Date

Appendix E-1

RELEASE, INDEMNITY, AND ASSIGNMENT

THIS RELEASE, INDEMNITY, and ASSIGNMENT ("Release") is made and entered into by Claimant _____ ("Claimant") on the date signed below.

I. RECITALS

WHEREAS Claimant has asserted a claim against Bayer HealthCare Pharmaceuticals Inc. ("BHCP"), other Bayer entities (as defined below), Barr Laboratories, Inc., other Barr Teva entities, and other defendants (collectively, "Defendants"), relating to Claimant's alleged use of a drosperinone-containing oral contraceptive ("DCOC" or "DCOCs").

WHEREAS Defendants have denied and continue to deny any liability based on Claimant's claims, allegations and assertions; and

WHEREAS the parties have agreed to resolve fully all claims, differences and controversies by and between Claimant and BHCP and the other Released Persons (as defined below) that exist, have existed or may exist in the future and that arise from, involve or relate to Claimant's alleged use of a DCOC.

II. RELEASE

A. <u>Complete and General Release, Covenant Not To Sue and Assignment</u>.

1. **Claimants** Claimant, individually and for the Claimant's heirs, beneficiaries, agents, estate, executors, administrators, personal representatives, successors and assigns, hereby release and forever discharge, and agree and covenant not to sue the Released Persons, as defined below, of and from all Settled Claims, as defined below.

2. **Released Persons.** The term "Released Persons" as used herein shall mean:

   (a) Bayer AG and each of its subsidiaries, affiliates, and divisions, including but not limited to, Bayer Corporation, Bayer, Inc., Bayer HealthCare LLC, Bayer HealthCare Pharmaceuticals Inc., Bayer Pharmaceutical Corporation, Bayer Schering Pharma AG, Bayer Healthcare AG, and Bayer Pharmaceuticals (collectively "Bayer");

   (b) All entities related to or alleged to be related to Bayer regarding DCOCs, including, but not limited to, Berlex, Inc., Berlex Laboratories, Inc., Berlex International Laboratories, Inc.;

   (c) Barr Laboratories, Inc., Barr Pharmaceuticals, LLC (f/k/a Barr Pharmaceuticals, Inc.), Teva Pharmaceuticals USA, Inc., and Teva Pharmaceuticals Industries Ltd (collectively, "Barr Teva");

(d) Any and all suppliers of materials, components, and services used in the manufacture of DCOCs, including the labeling and packaging thereof;

(e) All distributors of DCOCs, including wholesale distributors, retail distributors, private label distributors, pharmacists, pharmacies, hospitals, and clinics, with respect to their distribution of DCOCs, and sale representatives;

(f) All health care providers, whether entities or individuals, including without limitation physicians, pharmacists, pharmacies, hospitals, and medical centers who provided treatment in any way related to Claimant's alleged use of a DCOC, all health care providers who prescribed a DCOC for Claimant, all pharmacists and pharmacies who dispensed a DCOC to Claimant, except that health care providers are not Released Persons with respect to claims against a health care provider for alleged independent acts of medical malpractice first arising after the date signed below;

(g) Any other person against whom Claimant could attempt to assert any claim, liability, or right to payment arising out of or related in any way to Claimant's alleged use of a DCOC, whether as a joint tortfeasor or otherwise, under any theory of law or equity;

(h) Any attorney, law firm, and its employees representing Bayer or other Released Persons in regard to Claimant's alleged use of a DCOC and Claimant's asserted claims against Bayer or other Released Persons;

(i) Any insurers, excess and umbrella insurance carriers, reinsurance carriers, any additional individual or entity which is an insured on any policy of insurance insuring any Released Person and anyone acting on their joint or several behalf in relation to any Settled Claim, as defined below; and

(j) Any past, present or future officer, director, shareholder, subsidiary, employee, partner, trustee, representative, agent, servant, attorney, predecessor, successor, or assignee of any of the above.

3. **Settled Claims.** The term "Settled Claims" shall mean any and all claims, causes of action, demands, damages, costs, expenses, liabilities or other losses, whether in law or in equity, including assigned claims, whether known or unknown, asserted or unasserted, regardless of the legal theory, existing now or arising in the future, arising out of or relating to the purchase, use, manufacture, sale, design, distribution, promotion, marketing, clinical investigation, testing, administration, regulatory approval, and/or labeling of a DCOC, alone or in combination with any other substance, or any other transaction between Claimant and Released Persons relating to Claimant's alleged use of a DCOC. The term "Settled Claims" also includes any claims, causes of action, demands, damages,

costs, expenses, liabilities or other losses, whether in law or in equity, including assigned claims, whether known or unknown, asserted or unasserted, regardless of the legal theory, existing now or arising in the future, arising directly or indirectly out of or in any way related to, this Release and the events surrounding its negotiation and execution. These "Settled Claims" also include any cause of action that Claimant may attempt to assert against any attorney, law firm, or its employees as it relates to their representation of Bayer and/or other Released Person in connection with this settlement or the defense of Bayer and/or other Released Persons as that defense relates to DCOC claims asserted by any plaintiff or claimant, including Claimant. These "Settled Claims" include, without limitation and by way of example, all DCOC related claims for damages or remedies of whatever kind or character, known or unknown, that are now recognized by law or that may be created or recognized in the future by statute, regulation, judicial decision, or in any other manner, for:

(a) Personal injury and/or bodily injury, damage, death, fear of disease or injury, including without limitation reduced future medical treatment options, mental or physical pain or suffering, emotional or mental harm, or loss of enjoyment of life;

(b) Compensatory damages, punitive, exemplary, statutory and other multiple damages or penalties of any kind;

(c) Loss of wages, income, earnings, and earning capacity, medical expenses, medical benefits, including rights to future Medicare benefits, doctor, hospital, nursing, and drug bills;

(d) Loss of support, services, consortium, companionship, society or affection, or damage to familial relations, by spouses, former spouses, parents, children, other relatives or "significant others" of Claimants;

(e) Consumer fraud, refunds, unfair business practices, deceptive trade practices, unfair and deceptive acts and practices, fraudulent inducement, and other similar claims whether arising under statute, regulation, or judicial decision;

(f) Wrongful death and survival actions;

(g) Medical screening and monitoring, injunctive and declaratory relief;

(h) Economic or business losses or disgorgement of profit; and

(i) Prejudgment or post-judgment interest.

The term "Settled Claims" does not include independent claims of professional malpractice, first arising after the date signed below, against any health care providers.

4. **Applicability.** The releases herein are specifically intended to operate and be applicable even if it is alleged, charged, or proven that some or all of the claims or damages released are caused in whole or in part by the negligence, negligence per se, gross negligence, breach of warranty, violation of statute or common law, defective product, malice, or conduct of any type by any of the Released Persons, Claimant, or anyone else.

5. **Assignment.** Any and all claims or damages directly or indirectly arising from or in connection with any of the allegations made or that might have been made arising from or relating to Claimant's alleged use of a DCOC and any other claims which were or could have been raised are hereby assigned in full to the Released Persons.

B. **Unknown Facts.** Claimant expressly understands and agrees that this Release is intended to and does cover any and all losses, injuries, damages and claims of every kind and nature whatsoever, whether direct or indirect, known or unknown, and suspected or unsuspected. Claimant acknowledge that Claimant may hereafter discover facts different from, or in addition to, those which they now know to be, or believe to be, true with respect to Claimant's alleged injuries, losses and claims. Claimant acknowledges that Claimant may learn of additional facts as they relate to DCOCs and the Released Persons' activities as they relate to DCOCs. Claimant agrees that this Release, and the specific releases contained herein, shall be and remain effective in all respects, notwithstanding such different or additional facts and the subsequent discovery thereof.

C. **Scope of Release.** This Release is intended by Claimant to include any liability whatsoever:

1. Which arises directly or indirectly out of or is in any manner related to any alleged defect in a DCOC or the purchase, use, manufacture, sale, design, distribution, promotion, marketing, clinical investigation, testing, administration, regulatory approval or labeling of a DCOC;

2. Which arises directly or indirectly from the actions of Released Persons or any other person involved in the manufacture, sale, design, distribution, promotion, marketing, clinical investigation, testing, administration, regulatory approval or labeling of a DCOC and from the actions of any person affiliated with or representing the Released Persons;

3. Which arises directly or indirectly out of or is in any manner related to any alleged representations, promises, statements, warranties (express or implied) or

guarantees given and made by any of the Released Persons or anyone affiliated with any Released Person in connection with a DCOC;

4. Which arises directly or indirectly out of or is in any manner related to Claimant's alleged use of a DCOC, and any injuries or damages resulting directly or indirectly therefrom;

5. Which arises directly or indirectly out of or is in any manner related to Claimant's alleged use of a DCOC, or any injuries and losses to Claimant, without limitation, including those injuries or losses to Claimant that may hereafter develop or become known;

6. Which arises directly or indirectly out of or is in any manner related to any of the matters, occurrences or transactions which could have been asserted in connection with Claimant's alleged use of a DCOC, including, without limitation, any and all claims for relief and damages; and

7. Which arises directly or indirectly out of or is in any manner related to this settlement, including negotiation, of Claimant's claims.

8. Notwithstanding anything herein to the contrary, this release is not intended to and does not release claims against a health care provider for alleged independent acts of medical malpractice first arising after the date signed below.

D. **Warranty of Capacity to Execute Agreement.** Claimant and the undersigned attorneys and their firms ("Claimant's Counsel") represent and warrant that:

1. Claimant has the right and authority to execute this Release and receive the consideration set forth in Section J, below;

2. Claimant has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations and causes of action referred to in this Release; and

3. There are no other persons or entities, including governmental entities, who now have or may hereafter acquire the rights of Claimant to proceed against the Released Persons on any action, claim, demand, cause of action or controversy arising out of or relating in any manner whatsoever to Claimant's alleged injuries, losses, and any of the claims, demands, obligations and causes of action referred to in this Release.

E. **Indemnification.** Claimant agrees to hereby bind Claimant's heirs, personal representatives, successors, and assigns and to indemnify, repay and hold harmless the Released Persons from any claim or judgment, including any multiple damages (including double damages), against Released Persons by any spouse, former spouse, parent, child or other relatives of Claimant, or any other person or entity (including

federal or state governments, agencies thereof, or entities operating under any contract with any such federal or state government, agency, or entity), arising from or related to Claimant's alleged use of a DCOC.

F. <u>Medical Bills, Liens, and Other Potential Rights for Reimbursement</u>.

1. **Responsibility for Satisfaction of All Medical Expenses and Liens.**

(a) Claimant agrees that it is the Claimant's responsibility to pay or have paid all past and present bills, costs, or Liens resulting from or arising out of Claimant's alleged injury from use of a DCOC. Claimant represents and warrants that all past and present bills, costs or Liens resulting from or arising out of the Claimant's alleged use of a DCOC have been paid or will be paid as a part of the settlement. Claimant agrees that the Released Persons shall have no responsibility to pay or have paid any future bills, costs, or Liens resulting from or arising out of Claimant's alleged use of a DCOC. Claimant further represents and warrants that Claimant will not seek from any Released Person any compensation for any future bills, costs, or Liens resulting from or arising out of Claimant's alleged use of a DCOC. Claimant agrees that the Released Persons shall have no responsibility whatsoever for satisfaction of any and all Liens, of any kind, that arise from or are related to payments made or services provided to Claimant, or on Claimant's behalf, and past, present, or future bills, costs or Liens incurred in connection with the claims asserted by Claimant related to Claimant's alleged use of a DCOC.

(b) Claimant will indemnify, repay and hold the Released Persons harmless from any and all such bills, costs or Liens, known or unknown. Specifically, if any governmental entity, or anyone acting on behalf of any governmental entity, seeks penalties, multiple damages (including double damages), or any other damages from the Released Persons relating to a right of recovery of such governmental entity related to benefits or eligibility, or payments by such governmental entity, or anyone acting by contract for such governmental entity, arising from or relating to Claimant's alleged use of a DCOC, Claimant will indemnify, repay, and hold the Released Persons harmless from any and all such penalties, damages, claims, and rights to payment, including any attorneys' fees, from such entities.

2. **Procedure Regarding Payments by Governmental Payors.** With respect to potential payments made on Claimant's behalf by Medicare, a Medicare intermediary or carrier; any other federal or state government, agency or entity; or

any other entity operating under contract with any of the previously mentioned entities (collectively "Governmental Payors"), then as **CONDITIONS PRECEDENT** to the distribution of any Final Award from the Qualified Settlement Fund to the Claimant, as set forth the Settlement Agreement (hereinafter "SA"), Claimant and Claimant's Counsel agree as follows:

(a) **Identification of Governmental Payors.** Claimant and Claimant's Counsel agree to identify every Governmental Payor that may have made any payments on behalf of Claimants in any way related to Claimant's alleged use of a DCOC from the time Claimant alleges she first suffered injury from the alleged use of a DCOC through the date the SA is fully executed. Claimant and Claimant's Counsel represent and warrant they will use best efforts and reasonable diligence to identify such "Government Payors."

(b) **Notice of Settlement**. Claimant and Claimant's Counsel agree to provide Bayer's attorneys, either directly or through a Lien Resolution Firm of their choice, a copy of a letter or other communication notifying each Governmental Payor identified pursuant to Section II.F.2(a) that: (i) a claim related to Claimant's alleged use of a DCOC has settled; and (ii) requesting a written response indicating whether each Governmental Payor holds any interest, including liens and subrogation interests, related in any way to Claimant's alleged use of a DCOC and the claimed amount of any such interest.

(c) **Satisfaction of Governmental Payors' Interests**. Claimant and Claimant's Counsel agree, either directly or through a Lien Resolution Firm of their choice, to provide to Bayer's counsel written documentation demonstrating that each Governmental Payor identified pursuant to Section II.F.2(a) either:

(i) holds no interest, including any Liens, in the Final Award; or

(ii) expressly releases any and all entities from any liability whatsoever for any interest, including any Liens, in the Final Award; or

(iii) agrees any interest, including any Liens, in the Final Award has been finally and completely satisfied; or

(iv) has reached a binding agreement with Claimant setting forth in detail a specific dollar amount or percentage of the Final Award that the Governmental Payor agrees is the maximum amount it will seek from any and all entities to fully and finally resolve any interest, including any Liens, in the Final Award.

For the avoidance of doubt, the CONDITION PRECEDENT in this Section is not a CONDITION PRECEDENT to BHCP's funding obligations into the Qualified Settlement Fund under Section 2.01 but is only a CONDITION PRECEDENT to the distribution of any funds withheld from the Claimant's Final Award from the Qualified Settlement Fund to the Claimant.

3. **Procedure Regarding Payments by Private Payors**. With respect to potential payments made on Claimant's behalf by any commercial health insurance provider and/or managed care plan or any other entity operating under contract with any commercial health insurance provider and/or managed care plan (collectively "Private Payors"), then as **CONDITIONS PRECEDENT** to the distribution of any Final Award from the Qualified Settlement Fund to the Claimant, as set forth in the SA, Claimant and Claimant's Counsel agree as follows:

   (a) **Identification of Private Payors**. Claimant and Claimant's Counsel agree to identify every Private Payor that may have made any payments on behalf of Claimants in any way related to Claimant's alleged use of a DCOC from the time Claimant alleges she first suffered injury from the alleged use of a DCOC through the date the SA is fully executed. Claimant and Claimant's Counsel represent and warrant they will use best efforts and reasonable diligence to identify such Private Payors.

   (b) **Satisfaction of Private Payors' Interests**. Claimant and Claimant's Counsel agree to comply with the requirements of one of the six options below relating to protecting the interests of Private Payors:

      (i) Option 1: Claimant and Claimant's Counsel agree to satisfy each and every requirement of Section II.F.2 above with respect to all Private Payors identified pursuant to Section II.F.3(a).

      (ii) Option 2: If Claimant and each and every Private Payor identified pursuant to Section II.F.3(a) participate in the Private Lien Resolution Program administered by the Garretson Resolution Group ("PLRP"), then no amount needs to be withheld for payment of the Private Payors.

      (iii) Option 3: If Claimant participates in the PLRP but at least one of the Private Payors identified pursuant to Section II.F.3(a) does not participate in the PLRP ("Non-Participating Private Payor") and Claimant provides notice of this settlement as set forth in Section II.F.2(b) to each such Non-Participating Private Payor, then Claimant and Claimant's Counsel agree: (1) 30% of the gross settlement proceeds shall be withheld in the QSF established pursuant to the SA; (2) the 30% shall be released 45 days after

notice is given unless any Non-Participating Private Payor asserts a right to a portion of the settlement proceeds during these 45 days; and (3) if any Non-Participating Private Payor asserts a right to a portion of the settlement proceeds during these 45 days, the 30% shall be released only when Claimant has reached a binding agreement with such Non-Participating Private Payors as set forth in Section II.F.2(c)(iv). If all such Non-Participating Private Payors agree to participate in the PLRP, then the procedures set forth in Section II.F.3(b)(ii) shall govern.

(iv) Option 4: If Claimant participates in the PLRP but at least one of the Private Payors identified pursuant to Section II.F.3(a) is a Non-Participating Private Payor and the Garretson Resolution Group provides a "generic notice" to such Non-Participating Private Payors, which notice is provided without any identifying information about the Claimant but states that at least one of the Private Payors' insureds has settled a claim related to the insureds' alleged use of a DCOC and that a PLRP has been established, then Claimant and Claimant's Counsel agree: (1) 30% of the gross settlement proceeds shall be withheld in the QSF established pursuant to the SA; (2) the 30% shall be released 180 days after generic notice is given unless any Non-Participating Private Payor asserts a right to a portion of the settlement proceeds during these 180 days; and (3) if any Non-Participating Private Payor asserts a right to a portion of the settlement proceeds during these 180 days, the 30% shall be released only when Claimant has reached a binding agreement with such Non-Participating Private Payors as set forth in Section II.F.2(c)(iv). If all such Non-Participating Private Payors agree to participate in the PLRP, then the procedures set forth in Section II.F.3(b)(ii) shall govern.

(v) Option 5: If Claimant does not participate in the PLRP and refuses to give notice to each and every Private Payor identified pursuant to Section II.F.3(a), then Claimant and Claimant's Counsel agree: (1) 30% of the gross settlement proceeds shall be withheld in the QSF established pursuant to the SA; (2) the 30% shall be released two years from the date this Release is executed unless any Private Payor asserts a right to a portion of the settlement proceeds during these two years; and (3) if any Private Payor asserts a right to a portion of the settlement proceeds during these two years, the 30% shall be released only when Claimant has reached a binding agreement with such Private Payors as set forth in Section II.F.2(c)(iv).

(vi) Option 6: If a Claimant did not have a Private Payor or governmental benefits that paid for her treatment, she shall provide an affidavit stating so. The result of submitting such an affidavit shall be that the entire amount of the award shall be released upon receipt of the affidavit by the Claims Administrator.

For the avoidance of doubt, the CONDITION PRECEDENT in this Section is not a CONDITION PRECEDENT to BHCP's funding obligations into the Qualified Settlement Fund under Section 2.01 but is only a CONDITION PRECEDENT to the distribution of any funds withheld from the Claimant's Final Award from the Qualified Settlement Fund to the Claimant.

4. **Withholding of Funds for Future Satisfaction of Governmental and/or Private Payors' Interests.**

(a) With respect to any Governmental and/or Private Payors that reach a binding agreement with Claimant, as set forth in Section II.F.2(c)(iv), Claimant and Claimant's Counsel further agree any Final Award as set forth in the SA shall not include any amounts that may be owed by Claimant to any and all Governmental and/or Private Payors under the terms of such agreement(s).

(b) Claimant and Claimant's Counsel agree that funds will be withheld within the QSF at all times sufficient to satisfy any and all maximum amounts any and all Governmental and/or Private Payors have agreed to with Claimant, as set forth in Section II.F.2(c)(iv), until such time as the amount required to secure a full release of any and all entities from any liability whatsoever for such interest(s) in the settlement funds has been finally and completely agreed upon between Claimant and the Governmental and/or Private Payor.

(c) Once an amount required to secure a full release of any and all entities from any liability whatsoever for such interest(s) in the settlement funds has been finally and completely agreed upon between Claimant and the Governmental and/or Private Payor, that interest will be satisfied from the funds withheld within the QSF for this purpose prior to any funds being so withheld are released from the QSF.

G. <u>Claimant's Eligibility for Medicare and Claimant's Identifying Information</u>.

Pursuant to the requirements of Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007, codified at 42 U.S.C. 1395y(b)(7) and (b)(8), Claimant and Claimant's Counsel agree:

1. Claimant and Claimant's Counsel represent and warrant they have provided Bayer with the following complete and accurate information: (1) Claimant's Social Security Number; (2) Claimant's full legal names; and (3) Claimant's date of birth.

2. By signing this Release, Claimant acknowledges and recognizes that Bayer or its designated agent has and/or will use the information provided to query the Centers for Medicare and Medicaid Services Coordination of Benefits Contractor ("COBC") to determine Medicare eligibility, and may report this settlement to the COBC pursuant to 42 U.S.C. § 1395y(b)(8).

H. **Attorney Liens**. Claimant represents and warrants that all legal expenses, bills, costs or contingency fee agreements resulting from or arising out of representation of Claimant by any attorney in relation to Claimant's alleged use of a DCOC, have been paid or will be paid out of the proceeds of the settlement and are Claimant's responsibility to pay, and that any liens based on any legal expenses, bills, costs or contingency fee agreements incurred as a result of Claimant's alleged use of a DCOC will be satisfied by Claimant. Claimant will indemnify, repay and hold the Released Persons harmless from any and all such claims.

I. **No Additional Recovery.** It is the intent of this Release that Claimant shall not recover, directly or indirectly, any sums for Settled Claims from the Released Persons or any other person or entity other than the funds received pursuant to this Release and set forth in Section J, below. If, despite the provisions of this paragraph, any Released Person incurs any payment or judgment due to any claim, including a claim for contribution or indemnity arising out of a claim brought by the Claimant against another person, Claimant shall indemnify, repay and hold harmless the Released Person for such payment or judgment.

J. **Payment.**

1. **Timing and Amount.** The settlement amount will become due and payable to Claimant as set forth in the SA ("Payment").

2. **Full and Fair Consideration.** Payment is made as full and fair consideration for releasing all claims identified in §A.3 of this Release and is being made on account of personal injuries within the meaning of §104 of the Internal Revenue Code of 1986, as amended, and/or, where applicable, wrongful death.

3. **Satisfaction of Settled Claims.** Payment is made in satisfaction of any and all Settled Claims that Claimant has or may have against the Released Persons.

4. **Tax Consequences.** No warranty or representation of the tax consequences, if any, is made by Released Persons or by Claimant's Counsel.

5. **Consequences of Breach.** Claimant agrees that if they or anyone or any entity on Claimant's' behalf hereafter commence, join in, or in any manner seek relief through any suit, except to seek enforcement of the settlement agreement, arising from, growing out of, based upon, or relating to any of the claims released herein, or in any manner assert against the Released Persons, or any of them, any of the claims released hereunder, then Claimant shall pay to the Released Persons, and each of them, proven damages caused to the Released Person thereby.

6. **Dismissal.** If Claimant has filed an action against any of the Released Persons in connection with Claimant's alleged use of a DCOC, and such action is pending in any court or tribunal at the time of the execution of this Release, then concurrently with such execution, Claimant agrees to direct and authorize her counsel to execute and deliver to Bayer's counsel a Dismissal With Prejudice or in Pennsylvania a Praceipe to Settle, Discontinue and End with Prejudice, regarding the pending action, and Claimant hereby authorizes Bayer's counsel to file said Dismissal with the court or tribunal and enter it as a matter of record, which filing shall fully and finally dispose of all claims asserted against any of the Released Persons in said action. Bayer's Counsel shall not file said Dismissal until after Bayer has provided written or e-mail notification to Plaintiffs' Counsel that the settlement funds, or a portion of the settlement funds may be distributed to the Claimant from the QSF as set forth in the SA.

7. **Opportunity to Consult with Counsel.** Claimant acknowledges and represents that Claimant has had the opportunity to confer with Claimant's Counsel regarding, and to ask questions about, (i) the settlement generally, (ii) the sum to be allocated to them in consideration for this Release, (iii) the relationship of that sum to the merits of their individual claims, (iv) the terms of this Release, and that Claimant's Counsel has answered Claimant's questions and explained the settlement and this Release to her satisfaction.

K. **Expenses and Attorney's Fees.** Claimant understands and acknowledges that the parties will each pay their own expenses and attorneys' fees relating to Claimant's claim and the settlement thereof.

L. **No Admission of Liability.** Claimant understands and acknowledges that nothing contained in this Release, any documents being executed and delivered pursuant to this Release, nor any actions taken in furtherance of this Release, shall constitute or be deemed or construed as an admission of liability or wrongdoing or of any position whatsoever in connection with any matters relating to Claimant's alleged use of a DCOC or otherwise. Claimant acknowledges that Released Persons expressly deny any liability relating to DCOCs for claims as asserted by Claimant or as may be asserted by Claimant.

M. **Construction of Release**. This Release shall be construed as a whole in accordance with its fair meaning and in accordance with the laws of the State of Illinois. The terms of this Release have been negotiated by attorneys for the Released Persons and Claimant and the

language of the Release shall not be construed in favor of or against anyone. The headings used herein are for reference only and shall not affect the construction of this Release.

N. **Entire Agreement.** This Release constitutes the entire agreement between Claimant and the Released Persons with respect to the subject matter of this Release, and there are no other written or oral agreements, understandings or arrangements. The terms of this Release may not be modified or waived except in writing signed by the parties hereto.

O. **Governing Law.** Claimant agrees that the provisions of this Release will be interpreted in accordance with, and governed by, the laws of the State of Illinois. In the event of a dispute involving this Release, the parties irrevocably agree that venue for any such dispute shall lie in any court of competent jurisdiction in the State of Illinois.

P. **Severability.** In the event that any provision in or obligation under this Release shall be invalid, illegal, or unenforceable in any jurisdiction as to either Claimant or the Released Persons, or both, the validity, legality, and enforceability of other provisions in or obligations under this Release shall not in any way be affected or impaired thereby.

Q. **Agreement May Be Executed in Counterparts.** This Release may be executed in counterparts, which together shall constitute a fully executed original.

R. **Acknowledgments.** Claimant declares and acknowledges that Claimant has read and understand the terms of this Release and of the SA, that she has been represented by her attorneys with regard to the execution of this Release and the SA, and that she executes this Release voluntarily after consultation with her attorneys and without being induced, pressured or unduly influenced by any unwritten statement or representation made by any person acting on behalf of Bayer, the Released Persons, or anyone else. Claimant further declares and acknowledges that she fully understands the nature, sufficiency and value of the consideration set forth in Section J, above, and agrees to accept said consideration for the releases and other benefits granted to the Released Persons herein.

Subscribed and sworn before me this ____ day of ____, 2013.

_____
Notary Public
My Commission Expires:
_____

_____
_____("Claimant" herein)
Social Security Number: _____
Date: _____

_____
_____, Esq., individually
and as authorized agent of _____
Date: _____

Appendix E-2

RELEASE, INDEMNITY, AND ASSIGNMENT [FOR CASES WITH DERIVATIVE PLAINTIFFS]

THIS RELEASE, INDEMNITY, and ASSIGNMENT ("Release") is made and entered into by Claimant _____ ("Claimant") on the date signed below.

I. RECITALS

WHEREAS Claimant has asserted a claim against Bayer HealthCare Pharmaceuticals Inc. ("BHCP"), other Bayer entities (as defined below), Barr Laboratories, Inc., other Barr Teva entities, and other defendants (collectively, "Defendants"), relating to Claimant's alleged use of a drosperinone-containing oral contraceptive ("DCOC" or "DCOCs").

WHEREAS Defendants have denied and continue to deny any liability based on Claimant's claims, allegations and assertions; and

WHEREAS the parties have agreed to resolve fully all claims, differences and controversies by and between Claimant (and/or any Other Releasing Persons, as defined below) and BHCP and the other Released Persons (as defined below) that exist, have existed or may exist in the future and that arise from, involve or relate to Claimant's alleged use of a DCOC.

II. RELEASE

A. <u>Complete and General Release, Covenant Not To Sue and Assignment</u>.

1. **Claimants.** Claimant (and/or any Other Releasing Persons, as defined below), individually and for such person's heirs, beneficiaries, agents, estate, executors, administrators, personal representatives, successors and assigns, hereby release and forever discharge, and agree and covenant not to sue the Released Persons, as defined below, of and from all Settled Claims, as defined below. All releases, warranties, representations, covenants, assignments, promises and agreements of any kind made in this Release on my own behalf are also made on behalf of each and every Other Releasing Person (as defined below).

2. **Other Releasing Persons**. The term "Other Releasing Persons" as used herein shall mean any and all persons who have or assert any right to sue Bayer and/or any other Released Persons, independently, derivatively or otherwise, by reason of their personal relationship with me, and/or otherwise by, through or under, or otherwise in relation to, me ("Derivative Claimants"). Derivative Claimants include, but are not limited to, my heirs, beneficiaries, surviving spouse (including, but not limied to, a putative or common law spouse), surviving domestic partner and/or next of kin, if any.

3. **Released Persons.** The term "Released Persons" as used herein shall mean:

(a) Bayer AG and each of its subsidiaries, affiliates, and divisions, including but not limited to, Bayer Corporation, Bayer, Inc., Bayer HealthCare LLC, Bayer HealthCare Pharmaceuticals Inc., Bayer Pharmaceutical Corporation, Bayer Schering Pharma AG, Bayer Healthcare AG, and Bayer Pharmaceuticals (collectively "Bayer");

(b) All entities related to or alleged to be related to Bayer regarding DCOCs, including, but not limited to, Berlex, Inc., Berlex Laboratories, Inc., Berlex International Laboratories, Inc.;

(c) Barr Laboratories, Inc., Barr Pharmaceuticals, LLC (f/k/a Barr Pharmaceuticals, Inc.), Teva Pharmaceuticals USA, Inc., and Teva Pharmaceuticals Industries Ltd (collectively, "Barr Teva");

(d) Any and all suppliers of materials, components, and services used in the manufacture of DCOCs, including the labeling and packaging thereof;

(e) All distributors of DCOCs, including wholesale distributors, retail distributors, private label distributors, pharmacists, pharmacies, hospitals, and clinics, with respect to their distribution of DCOCs, and sale representatives;

(f) All health care providers, whether entities or individuals, including without limitation physicians, pharmacists, pharmacies, hospitals, and medical centers who provided treatment in any way related to Claimant's alleged use of a DCOC, all health care providers who prescribed a DCOC for Claimant, all pharmacists and pharmacies who dispensed a DCOC to Claimant, except that health care providers are not Released Persons with respect to claims against a health care provider for alleged independent acts of medical malpractice first arising after the date signed below;

(g) Any other person against whom Claimant could attempt to assert any claim, liability, or right to payment arising out of or related in any way to Claimant's alleged use of a DCOC, whether as a joint tortfeasor or otherwise, under any theory of law or equity;

(h) Any attorney, law firm, and its employees representing Bayer or other Released Persons in regard to Claimant's alleged use of a DCOC and Claimant's asserted claims against Bayer or other Released Persons;

(i) Any insurers, excess and umbrella insurance carriers, reinsurance carriers, any additional individual or entity which is an insured on any policy of insurance insuring any Released Person and anyone acting on their joint or several behalf in relation to any Settled Claim, as defined below; and

(j) Any past, present or future officer, director, shareholder, subsidiary, employee, partner, trustee, representative, agent, servant, attorney, predecessor, successor, or assignee of any of the above.

4. **Settled Claims.** The term "Settled Claims" shall mean any and all claims, causes of action, demands, damages, costs, expenses, liabilities or other losses, whether in law or in equity, including assigned claims, whether known or unknown, asserted or unasserted, regardless of the legal theory, existing now or arising in the future, arising out of or relating to the purchase, use, manufacture, sale, design, distribution, promotion, marketing, clinical investigation, testing, administration, regulatory approval, and/or labeling of a DCOC, alone or in combination with any other substance, or any other transaction between Claimant and Released Persons relating to Claimant's alleged use of a DCOC. The term "Settled Claims" also includes any claims, causes of action, demands, damages, costs, expenses, liabilities or other losses, whether in law or in equity, including assigned claims, whether known or unknown, asserted or unasserted, regardless of the legal theory, existing now or arising in the future, arising directly or indirectly out of or in any way related to, this Release and the events surrounding its negotiation and execution. These "Settled Claims" also include any cause of action that Claimant may attempt to assert against any attorney, law firm, or its employees as it relates to their representation of Bayer and/or other Released Person in connection with this settlement or the defense of Bayer and/or other Released Persons as that defense relates to DCOC claims asserted by any plaintiff or claimant, including Claimant. These "Settled Claims" include, without limitation and by way of example, all DCOC related claims for damages or remedies of whatever kind or character, known or unknown, that are now recognized by law or that may be created or recognized in the future by statute, regulation, judicial decision, or in any other manner, for:

(a) Personal injury and/or bodily injury, damage, death, fear of disease or injury, including without limitation reduced future medical treatment options, mental or physical pain or suffering, emotional or mental harm, or loss of enjoyment of life;

(b) Compensatory damages, punitive, exemplary, statutory and other multiple damages or penalties of any kind;

(c) Loss of wages, income, earnings, and earning capacity, medical expenses, medical benefits, including rights to future Medicare benefits, doctor, hospital, nursing, and drug bills;

(d) Loss of support, services, consortium, companionship, society or affection, or damage to familial relations, by spouses, former spouses, parents, children, other relatives or "significant others" of Claimants;

(e) Consumer fraud, refunds, unfair business practices, deceptive trade practices, unfair and deceptive acts and practices, fraudulent inducement, and other similar claims whether arising under statute, regulation, or judicial decision;

(f) Wrongful death and survival actions;

(g) Medical screening and monitoring, injunctive and declaratory relief;

(h) Economic or business losses or disgorgement of profit; and

(i) Prejudgment or post-judgment interest.

The term "Settled Claims" does not include independent claims of professional malpractice, first arising after the date signed below, against any health care providers.

5. **Applicability.** The releases herein are specifically intended to operate and be applicable even if it is alleged, charged, or proven that some or all of the claims or damages released are caused in whole or in part by the negligence, negligence per se, gross negligence, breach of warranty, violation of statute or common law, defective product, malice, or conduct of any type by any of the Released Persons, Claimant, or anyone else.

6. **Assignment.** Any and all claims or damages directly or indirectly arising from or in connection with any of the allegations made or that might have been made arising from or relating to Claimant's alleged use of a DCOC and any other claims which were or could have been raised are hereby assigned in full to the Released Persons.

B. **Unknown Facts.** Claimant expressly understands and agrees that this Release is intended to and does cover any and all losses, injuries, damages and claims of every kind and nature whatsoever, whether direct or indirect, known or unknown, and suspected or unsuspected. Claimant acknowledge that Claimant may hereafter discover facts different from, or in addition to, those which they now know to be, or believe to be, true with respect to Claimant's alleged injuries, losses and claims. Claimant acknowledges that Claimant may learn of additional facts as they relate to DCOCs and the Released Persons' activities as they relate to DCOCs. Claimant agrees that this Release, and the specific releases contained herein, shall be and remain effective in all respects, notwithstanding such different or additional facts and the subsequent discovery thereof.

C. **Scope of Release.** This Release is intended by Claimant to include any liability whatsoever:

1. Which arises directly or indirectly out of or is in any manner related to any alleged defect in a DCOC or the purchase, use, manufacture, sale, design,

distribution, promotion, marketing, clinical investigation, testing, administration, regulatory approval or labeling of a DCOC;

2. Which arises directly or indirectly from the actions of Released Persons or any other person involved in the manufacture, sale, design, distribution, promotion, marketing, clinical investigation, testing, administration, regulatory approval or labeling of a DCOC and from the actions of any person affiliated with or representing the Released Persons;

3. Which arises directly or indirectly out of or is in any manner related to any alleged representations, promises, statements, warranties (express or implied) or guarantees given and made by any of the Released Persons or anyone affiliated with any Released Person in connection with a DCOC;

4. Which arises directly or indirectly out of or is in any manner related to Claimant's alleged use of a DCOC, and any injuries or damages resulting directly or indirectly therefrom;

5. Which arises directly or indirectly out of or is in any manner related to Claimant's alleged use of a DCOC, or any injuries and losses to Claimant, without limitation, including those injuries or losses to Claimant that may hereafter develop or become known;

6. Which arises directly or indirectly out of or is in any manner related to any of the matters, occurrences or transactions which could have been asserted in connection with Claimant's alleged use of a DCOC, including, without limitation, any and all claims for relief and damages; and

7. Which arises directly or indirectly out of or is in any manner related to this settlement, including negotiation, of Claimant's claims.

8. Notwithstanding anything herein to the contrary, this release is not intended to and does not release claims against a health care provider for alleged independent acts of medical malpractice first arising after the date signed below.

D. **Warranty of Capacity to Execute Agreement.** Claimant and the undersigned attorneys and their firms ("Claimant's Counsel") represent and warrant that:

1. Claimant has the right and authority to execute this Release and receive the consideration set forth in Section J, below;

2. Claimant has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations and causes of action referred to in this Release; and

3. There are no other persons or entities, including governmental entities, who now have or may hereafter acquire the rights of Claimant to proceed against the Released Persons on any action, claim, demand, cause of action or controversy arising out of or relating in any manner whatsoever to Claimant's alleged injuries, losses, and any of the claims, demands, obligations and causes of action referred to in this Release.

E. **Indemnification.** Claimant agrees to hereby bind Claimant's heirs, personal representatives, successors, and assigns and to indemnify, repay and hold harmless the Released Persons from any claim or judgment, including any multiple damages (including double damages), against Released Persons by any spouse, former spouse, parent, child or other relatives of Claimant, or any other person or entity (including federal or state governments, agencies thereof, or entities operating under any contract with any such federal or state government, agency, or entity), arising from or related to Claimant's alleged use of a DCOC.

F. **Medical Bills, Liens, and Other Potential Rights for Reimbursement**.

1. **Responsibility for Satisfaction of All Medical Expenses and Liens.**

(a) Claimant agrees that it is the Claimant's responsibility to pay or have paid all past and present bills, costs, or Liens resulting from or arising out of Claimant's alleged injury from use of a DCOC. Claimant represents and warrants that all past and present bills, costs or Liens resulting from or arising out of the Claimant's alleged use of a DCOC have been paid or will be paid as a part of the settlement. Claimant agrees that the Released Persons shall have no responsibility to pay or have paid any future bills, costs, or Liens resulting from or arising out of Claimant's alleged use of a DCOC. Claimant further represents and warrants that Claimant will not seek from any Released Person any compensation for any future bills, costs, or Liens resulting from or arising out of Claimant's alleged use of a DCOC. Claimant agrees that the Released Persons shall have no responsibility whatsoever for satisfaction of any and all Liens, of any kind, that arise from or are related to payments made or services provided to Claimant, or on Claimant's behalf, and past, present, or future bills, costs or Liens incurred in connection with the claims asserted by Claimant related to Claimant's alleged use of a DCOC.

(b) Claimant will indemnify, repay and hold the Released Persons harmless from any and all such bills, costs or Liens, known or unknown. Specifically, if any governmental entity, or anyone acting on behalf of any governmental entity, seeks penalties, multiple damages (including double damages), or any other

damages from the Released Persons relating to a right of recovery of such governmental entity related to benefits or eligibility, or payments by such governmental entity, or anyone acting by contract for such governmental entity, arising from or relating to Claimant's alleged use of a DCOC, Claimant will indemnify, repay, and hold the Released Persons harmless from any and all such penalties, damages, claims, and rights to payment, including any attorneys' fees, from such entities.

2. **Procedure Regarding Payments by Governmental Payors.** With respect to potential payments made on Claimant's behalf by Medicare, a Medicare intermediary or carrier; any other federal or state government, agency or entity; or any other entity operating under contract with any of the previously mentioned entities (collectively "Governmental Payors"), then as **CONDITIONS PRECEDENT** to the distribution of any Final Award from the Qualified Settlement Fund to the Claimant, as set forth the Settlement Agreement (hereinafter "SA"), Claimant and Claimant's Counsel agree as follows:

(a) **Identification of Governmental Payors.** Claimant and Claimant's Counsel agree to identify every Governmental Payor that may have made any payments on behalf of Claimants in any way related to Claimant's alleged use of a DCOC from the time Claimant alleges she first suffered injury from the alleged use of a DCOC through the date the SA is fully executed. Claimant and Claimant's Counsel represent and warrant they will use best efforts and reasonable diligence to identify such "Government Payors."

(b) **Notice of Settlement**. Claimant and Claimant's Counsel agree to provide Bayer's attorneys, either directly or through a Lien Resolution Firm of their choice, a copy of a letter or other communication notifying each Governmental Payor identified pursuant to Section II.F.2(a) that: (i) a claim related to Claimant's alleged use of a DCOC has settled; and (ii) requesting a written response indicating whether each Governmental Payor holds any interest, including liens and subrogation interests, related in any way to Claimant's alleged use of a DCOC and the claimed amount of any such interest.

(c) **Satisfaction of Governmental Payors' Interests**. Claimant and Claimant's Counsel agree, either directly or through a Lien Resolution Firm of their choice, to provide to Bayer's counsel written documentation demonstrating that each Governmental Payor identified pursuant to Section II.F.2(a) either:

(i) holds no interest, including any Liens, in the Final Award; or

(ii) expressly releases any and all entities from any liability whatsoever for any interest, including any Liens, in the Final Award; or

(iii) agrees any interest, including any Liens, in the Final Award has been finally and completely satisfied; or

(iv) has reached a binding agreement with Claimant setting forth in detail a specific dollar amount or percentage of the Final Award that the Governmental Payor agrees is the maximum amount it will seek from any and all entities to fully and finally resolve any interest, including any Liens, in the Final Award.

For the avoidance of doubt, the CONDITION PRECEDENT in this Section is not a CONDITION PRECEDENT to BHCP's funding obligations into the Qualified Settlement Fund under Section 2.01 but is only a CONDITION PRECEDENT to the distribution of any funds withheld from the Claimant's Final Award from the Qualified Settlement Fund to the Claimant.

3. **Procedure Regarding Payments by Private Payors**. With respect to potential payments made on Claimant's behalf by any commercial health insurance provider and/or managed care plan or any other entity operating under contract with any commercial health insurance provider and/or managed care plan (collectively "Private Payors"), then as **CONDITIONS PRECEDENT** to the distribution of any Final Award from the Qualified Settlement Fund to the Claimant, as set forth in the SA, Claimant and Claimant's Counsel agree as follows:

(a) **Identification of Private Payors**. Claimant and Claimant's Counsel agree to identify every Private Payor that may have made any payments on behalf of Claimants in any way related to Claimant's alleged use of a DCOC from the time Claimant alleges she first suffered injury from the alleged use of a DCOC through the date the SA is fully executed. Claimant and Claimant's Counsel represent and warrant they will use best efforts and reasonable diligence to identify such Private Payors.

(b) **Satisfaction of Private Payors' Interests**. Claimant and Claimant's Counsel agree to comply with the requirements of one of the six options below relating to protecting the interests of Private Payors:

(i) Option 1: Claimant and Claimant's Counsel agree to satisfy each and every requirement of Section II.F.2 above with respect to all Private Payors identified pursuant to Section II.F.3(a).

(ii) Option 2: If Claimant and each and every Private Payor identified pursuant to Section II.F.3(a) participate in the Private Lien Resolution Program administered by the the Garretson Resolution Group ("PLRP"), then no amount needs to be withheld for payment of the Private Payors.

(iii) Option 3: If Claimant participates in the PLRP but at least one of the Private Payors identified pursuant to Section II.F.3(a) does not participate in the PLRP ("Non-Participating Private Payor") and Claimant provides notice of this settlement as set forth in Section II.F.2(b) to each such Non-Participating Private Payor, then Claimant and Claimant's Counsel agree: (1) 30% of the gross settlement proceeds shall be withheld in the QSF established pursuant to the SA; (2) the 30% shall be released 45 days after notice is given unless any Non-Participating Private Payor asserts a right to a portion of the settlement proceeds during these 45 days; and (3) if any Non-Participating Private Payor asserts a right to a portion of the settlement proceeds during these 45 days, the 30% shall be released only when Claimant has reached a binding agreement with such Non-Participating Private Payors as set forth in Section II.F.2(c)(iv). If all such Non-Participating Private Payors agree to participate in the PLRP, then the procedures set forth in Section II.F.3(b)(ii) shall govern.

(iv) Option 4: If Claimant participates in the PLRP but at least one of the Private Payors identified pursuant to Section II.F.3(a) is a Non-Participating Private Payor and the Garretson Resolution Group provides a "generic notice" to such Non-Participating Private Payors, which notice is provided without any identifying information about the Claimant but states that at least one of the Private Payors' insureds has settled a claim related to the insureds' alleged use of a DCOC and that a PLRP has been established, then Claimant and Claimant's Counsel agree: (1) 30% of the gross settlement proceeds shall be withheld in the QSF established pursuant to the SA; (2) the 30% shall be released 180 days after generic notice is given unless any Non-Participating Private Payor asserts a right to a portion of the settlement proceeds during these 180 days; and (3) if any Non-Participating Private Payor asserts a right to a portion of the settlement proceeds during these 180 days, the 30% shall be released only when Claimant has reached a binding agreement with such Non-Participating Private Payors as set forth in Section II.F.2(c)(iv). If all such Non-Participating Private Payors agree to participate in the PLRP, then the procedures set forth in Section II.F.3(b)(ii) shall govern.

(v) Option 5: If Claimant does not participate in the PLRP and refuses to give notice to each and every Private Payor identified pursuant to Section II.F.3(a), then Claimant and Claimant's Counsel agree: (1) 30% of the gross settlement proceeds shall be withheld in the QSF established pursuant to the SA; (2) the 30% shall be released two years from the date this Release is executed unless any Private Payor asserts a right to a portion of the settlement proceeds during these two years; and (3) if any Private Payor asserts a right to a portion of the settlement proceeds during these two years, the 30% shall be released only when Claimant has reached a binding agreement with such Private Payors as set forth in Section II.F.2(c)(iv).

(vi) Option 6: If a Claimant did not have a Private Payor or governmental benefits that paid for her treatment, she shall provide an affidavit stating so. The result of submitting such an affidavit shall be that the entire amount of the award shall be released upon receipt of the affidavit by the Claims Administrator.

For the avoidance of doubt, the CONDITION PRECEDENT in this Section is not a CONDITION PRECEDENT to BHCP's funding obligations into the Qualified Settlement Fund under Section 2.01 but is only a CONDITION PRECEDENT to the distribution of any funds withheld from the Claimant's Final Award from the Qualified Settlement Fund to the Claimant.

4. **Withholding of Funds for Future Satisfaction of Governmental and/or Private Payors' Interests.**

(a) With respect to any Governmental and/or Private Payors that reach a binding agreement with Claimant, as set forth in Section II.F.2(c)(iv), Claimant and Claimant's Counsel further agree any Final Award as set forth in the SA shall not include any amounts that may be owed by Claimant to any and all Governmental and/or Private Payors under the terms of such agreement(s).

(b) Claimant and Claimant's Counsel agree that funds will be withheld within the QSF at all times sufficient to satisfy any and all maximum amounts any and all Governmental and/or Private Payors have agreed to with Claimant, as set forth in Section II.F.2(c)(iv), until such time as the amount required to secure a full release of any and all entities from any liability whatsoever for such interest(s) in the settlement funds has been finally and completely agreed upon between Claimant and the Governmental and/or Private Payor.

(c) Once an amount required to secure a full release of any and all entities from any liability whatsoever for such interest(s) in the settlement funds has been finally and completely agreed upon between Claimant and the Governmental and/or Private Payor, that interest will be satisfied from the funds withheld within the QSF for this purpose prior to any funds being so withheld are released from the QSF.

G. Claimant's Eligibility for Medicare and Claimant's Identifying Information.

Pursuant to the requirements of Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007, codified at 42 U.S.C. 1395y(b)(7) and (b)(8), Claimant and Claimant's Counsel agree:

1. Claimant and Claimant's Counsel represent and warrant they have provided Bayer with the following complete and accurate information: (1) Claimant's Social Security Number; (2) Claimant's Claimant's full legal names; and (3) Claimant's date of birth.

2. By signing this Release, Claimant acknowledges and recognizes that Bayer or its designated agent has and/or will use the information provided to query the Centers for Medicare and Medicaid Services Coordination of Benefits Contractor ("COBC") to determine Medicare eligibility, and may report this settlement to the COBC pursuant to 42 U.S.C. § 1395y(b)(8).

H. Attorney Liens. Claimant represents and warrants that all legal expenses, bills, costs or contingency fee agreements resulting from or arising out of representation of Claimant by any attorney in relation to Claimant's alleged use of a DCOC, have been paid or will be paid out of the proceeds of the settlement and are Claimant's responsibility to pay, and that any liens based on any legal expenses, bills, costs or contingency fee agreements incurred as a result of Claimant's alleged use of a DCOC will be satisfied by Claimant. Claimant will indemnify, repay and hold the Released Persons harmless from any and all such claims.

I. No Additional Recovery. It is the intent of this Release that Claimant shall not recover, directly or indirectly, any sums for Settled Claims from the Released Persons or any other person or entity other than the funds received pursuant to this Release and set forth in Section J, below. If, despite the provisions of this paragraph, any Released Person incurs any payment or judgment due to any claim, including a claim for contribution or indemnity arising out of a claim brought by the Claimant against another person, Claimant shall indemnify, repay and hold harmless the Released Person for such payment or judgment.

J. Payment.

1. **Timing and Amount.** The settlement amount will become due and payable to Claimant as set forth in the SA ("Payment").

2. **Full and Fair Consideration.** Payment is made as full and fair consideration for releasing all claims identified in §A.3 of this Release and is being made on account of personal injuries within the meaning of §104 of the Internal Revenue Code of 1986, as amended, and/or, where applicable, wrongful death.

3. **Satisfaction of Settled Claims.** Payment is made in satisfaction of any and all Settled Claims that Claimant has or may have against the Released Persons.

4. **Tax Consequences.** No warranty or representation of the tax consequences, if any, is made by Released Persons or by Claimant's Counsel.

5. **Consequences of Breach.** Claimant agrees that if they or anyone or any entity on Claimant's' behalf hereafter commence, join in, or in any manner seek relief through any suit, except to seek enforcement of the settlement agreement, arising from, growing out of, based upon, or relating to any of the claims released herein, or in any manner assert against the Released Persons, or any of them, any of the claims released hereunder, then Claimant shall pay to the Released Persons, and each of them, proven damages caused to the Released Person thereby.

6. **Dismissal.** If Claimant has filed an action against any of the Released Persons in connection with Claimant's alleged use of a DCOC, and such action is pending in any court or tribunal at the time of the execution of this Release, then concurrently with such execution, Claimant agrees to direct and authorize her counsel to execute and deliver to Bayer's counsel a Dismissal With Prejudice or in Pennsylvania a Praceipe to Settle, Discontinue and End with Prejudice, regarding the pending action, and Claimant hereby authorizes Bayer's counsel to file said Dismissal with the court or tribunal and enter it as a matter of record, which filing shall fully and finally dispose of all claims asserted against any of the Released Persons in said action. Bayer's Counsel shall not file said Dismissal until after Bayer has provided written or e-mail notification to Plaintiffs' Counsel that the settlement funds, or a portion of the settlement funds may be distributed to the Claimant from the QSF as set forth in the SA.

7. **Opportunity to Consult with Counsel.** Claimant acknowledges and represents that Claimant has had the opportunity to confer with Claimant's Counsel regarding, and to ask questions about, (i) the settlement generally, (ii) the sum to be allocated to them in consideration for this Release, (iii) the relationship of that sum to the merits of their individual claims, (iv) the terms of this Release, and that Claimant's Counsel has answered Claimant's questions and explained the settlement and this Release to her satisfaction.

K. **Expenses and Attorney's Fees.** Claimant understands and acknowledges that the parties will each pay their own expenses and attorneys' fees relating to Claimant's claim and the settlement thereof.

L. **No Admission of Liability.** Claimant understands and acknowledges that nothing contained in this Release, any documents being executed and delivered pursuant to this Release, nor any actions taken in furtherance of this Release, shall constitute or be deemed or construed as an admission of liability or wrongdoing or of any position whatsoever in connection with any matters relating to Claimant's alleged use of a DCOC or otherwise. Claimant acknowledges that Released Persons expressly deny any liability relating to DCOCs for claims as asserted by Claimant or as may be asserted by Claimant.

M. **Construction of Release**. This Release shall be construed as a whole in accordance with its fair meaning and in accordance with the laws of the State of Illinois. The terms of this Release have been negotiated by attorneys for the Released Persons and Claimant and the language of the Release shall not be construed in favor of or against anyone. The headings used herein are for reference only and shall not affect the construction of this Release.

N. **Entire Agreement.** This Release constitutes the entire agreement between Claimant and the Released Persons with respect to the subject matter of this Release, and there are no other written or oral agreements, understandings or arrangements. The terms of this Release may not be modified or waived except in writing signed by the parties hereto.

O. **Governing Law.** Claimant agrees that the provisions of this Release will be interpreted in accordance with, and governed by, the laws of the State of Illinois. In the event of a dispute involving this Release, the parties irrevocably agree that venue for any such dispute shall lie in any court of competent jurisdiction in the State of Illinois.

P. **Severability.** In the event that any provision in or obligation under this Release shall be invalid, illegal, or unenforceable in any jurisdiction as to either Claimant or the Released Persons, or both, the validity, legality, and enforceability of other provisions in or obligations under this Release shall not in any way be affected or impaired thereby.

Q. **Agreement May Be Executed in Counterparts.** This Release may be executed in counterparts, which together shall constitute a fully executed original.

R. **Acknowledgments.** Claimant declares and acknowledges that Claimant has read and understand the terms of this Release and of the SA, that she has been represented by her attorneys with regard to the execution of this Release and the SA, and that she executes this Release voluntarily after consultation with her attorneys and without being induced, pressured or unduly influenced by any unwritten statement or representation made by any person acting on behalf of Bayer, the Released Persons, or anyone else. Claimant further declares and acknowledges that she fully understands the nature, sufficiency and value of

the consideration set forth in Section J, above, and agrees to accept said consideration for the releases and other benefits granted to the Released Persons herein.

Subscribed and sworn before me this ____ day of ____, 2013.

_____
Notary Public
My Commission Expires:
_____

_____
_____("Claimant" herein)
Social Security Number: _____
Date: _____

_____
_____, Esq., individually
and as authorized agent of _____
Date: _____

SIGNATURE PAGE AND AGREEMENT BY DERIVATIVE CLAIMANT

I am a person having or asserting the right to sue Defendants by reason of my relationship with Claimant (or, if Claimant is a legal representative of a DCOC user, such DCOC user). I hereby enter into the Release to which this signature page is attached and agree to be bound by all of the terms of the Settlement Agreement and Release (and, without limitation, hereby give and make all releases, waivers, acknowledgements, agreements, representations and warranties therein) on the same basis as Claimant set forth therein (including, but not limited to, all joint and several indemnification obligations set forth therein). This agreement is effective as of the date set forth beneath my name below.

Subscribed and sworn before me this ____ day of ____, 2013.

_____

Notary Public
My Commission Expires:
_____

_____
_____("Derivative Claimant" herein)
Social Security Number: _____
Date: _____

_____
_____, Esq., individually and as authorized agent of [Derivative Claimant]
Date: _____

Appendix F-1

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF ILLINOIS

IN RE: YASMIN AND YAZ (DROSPIRENONE) MARKETING, SALES PRACTICES AND PRODUCTS LIABILITY LITIGATION	)	3:09-md-02100-DRH-PMF
	)	MDL No. 2100
This Document Relates to:	)	
_____	)	
Plaintiff(s),	)	Civil Action No. _____
v.	)	
_____	)	
Defendant(s).	)	

STIPULATION OF DISMISSAL WITH PREJUDICE AS TO ALL DEFENDANTS

Pursuant to Fed R. Civ. P. 41(a)(1)(ii), the undersigned counsel hereby stipulate that all claims of plaintiff, _____, [individually and as representative of _____ ,] against all defendants in the above captioned matter be dismissed in their entirety with prejudice, each party to bear its own costs.

_____
[Attorney for Plaintiff]
[Firm Name, Address and Telephone]

_____
Attorney for Bayer Defendants

Dated: _____

Dated: _____

Appendix F-2

ATTORNEY OR PARTY WITHOUT ATTORNEY *(Name, State Bar number, and address)*:	FOR COURT USE ONLY
TELEPHONE NO.: FAX NO. *(Optional)*: E-MAIL ADDRESS *(Optional)*: ATTORNEY FOR *(Name)*:	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 600 S. Commonwealth Avenue MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, CA 90008 BRANCH NAME: Central Civil West	
PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:	
REQUEST FOR DISMISSAL	CASE NUMBER: JCCP 4608

A conformed copy will not be returned by the clerk unless a method of return is provided with the document.

This form may not be used for dismissal of a derivative action or a class action or of any party or cause of action in a class action. (Cal. Rules of Court, rules 3.760 and 3.770.)

1. TO THE CLERK: Please **dismiss** this action as follows:
   a. (1) [✓] With prejudice (2) [ ] Without prejudice
   b. (1) [ ] Complaint (2) [ ] Petition
   (3) [ ] Cross-complaint filed by *(name)*: on *(date)*:
   (4) [ ] Cross-complaint filed by *(name)*: on *(date)*:
   (5) [ ] Entire action of all parties and all causes of action
   (6) [ ] Other *(specify)*:* All causes of action by plaintiff _____ only

2. *(Complete in all cases except family law cases.)*
   The court [ ] did [ ] did not waive court fees and costs for a party in this case. *(This information may be obtained from the clerk. If court fees and costs were waived, the declaration on the back of this form must be completed).*

Date:

(TYPE OR PRINT NAME OF [ ] ATTORNEY [ ] PARTY WITHOUT ATTORNEY) ▶ (SIGNATURE)

*If dismissal requested is of specified parties only of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed.

Attorney or party without attorney for:
[ ] Plaintiff/Petitioner [ ] Defendant/Respondent
[ ] Cross-Complainant

3. **TO THE CLERK:** Consent to the above dismissal is hereby given.**
   Date:

(TYPE OR PRINT NAME OF [ ] ATTORNEY [ ] PARTY WITHOUT ATTORNEY) ▶ (SIGNATURE)

** If a cross-complaint – or Response (Family Law) seeking affirmative relief – is on file, the attorney for cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581 (i) or (j).

Attorney or party without attorney for:
[ ] Plaintiff/Petitioner [ ] Defendant/Respondent
[ ] Cross-Complainant

(To be completed by clerk)

4. [ ] Dismissal entered as requested on *(date)*:
5. [ ] Dismissal entered on *(date)*: as to only *(name)*:
6. [ ] Dismissal **not entered** as requested for the following reasons *(specify)*:
7. a. [ ] Attorney or party without attorney notified on *(date)*:
   b. [ ] Attorney or party without attorney not notified. Filing party failed to provide
   [ ] a copy to be conformed [ ] means to return conformed copy

Date: Clerk, by _____, Deputy

Form Adopted for Mandatory Use
Judicial Council of California
CIV-110 [Rev. Jan. 1, 2013]

Code of Civil Procedure, § 581 et seq.;
Gov. Code, § 68637(c); Cal. Rules of Court, rule 3.1390
www.courts.ca.gov

PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:	CASE NUMBER: JCCP 4608

COURT'S RECOVERY OF WAIVED COURT FEES AND COSTS

If a party whose court fees and costs were initially waived has recovered or will recover $10,000 or more in value by way of settlement, compromise, arbitration award, mediation settlement, or other means, the court has a statutory lien on that recovery. The court may refuse to dismiss the case until the lien is satisfied. (Gov. Code, § 68637.)

Declaration Concerning Waived Court Fees

1. The court waived court fees and costs in this action for *(name):*
2. The person named in item 1 is (*check one below):*
   a. ☐ not recovering anything of value by this action.
   b. ☐ recovering less than $10,000 in value by this action.
   c. ☐ recovering $10,000 or more in value by this action. *(If item 2c is checked, item 3 must be completed.)*
3. ☐ All court fees and court costs that were waived in this action have been paid to the court *(check one):* ☐ Yes ☐ No

I declare under penalty of perjury under the laws of the State of California that the information above is true and correct.

Date: _____

_____ ▶ _____

(TYPE OR PRINT NAME OF ☐ ATTORNEY ☐ PARTY MAKING DECLARATION) (SIGNATURE)

Appendix F-3

XXXXXX, Plaintiff, v. XXXXXX, Defendants.	: : : :

Appendix F-4

IN THE COURT OF COMMON PLEAS
OF PHILADELPHIA COUNTY, PENNSYLVANIA

XXXXX, Plaintiff(s), v. XXXXX, Defendant(s).	[Court Term and Number]

ORDER TO SETTLE, DISCONTINUE AND END WITH PREJUDICE

To the Prothonotary:

Kindly mark the above-captioned matter, settled, discontinued and ended with prejudice.

_____
Attorney for Plaintiff
[Address]

Dated: _____

Appendix G

PLAINTIFF(S): **CASE INFORMATION:**

_____ Court: _____

_____

DECLARATION OF COUNSEL

I, _____, hereby certify as follows:

I am an attorney in good standing who is admitted to practice law in the State of _____. The name and address of my law firm are:

_____
Law Firm

_____
Street

_____
City State Zip Code

I submit this Declaration along with the Complaint in the matter captioned _____, filed on _____, in _____ [Court].

I hereby certify that all Plaintiffs named in such Complaint had executed a retainer agreement for legal representation relating to this matter with the undersigned and/or my law firm and/or my co-counsel prior to March 15, 2013.

I certify under penalty of perjury under the laws of _____ [the United States or, if filed in a State Court, the State in which the case has been filed] that the foregoing is true and correct.

_____
Plaintiff's Counsel

Exhibit B

Last Name	First Name	Case Caption	Current Docket #	Current Jurisdiction
Abramson	Ashley	Abramson, Ashley v. Bayer et al.	BER-L-009799-10	NJ Bergen County
Aciar	Amelia	Aciar, Amelia v. Bayer et al.	BER-L-001951-12	NJ Bergen County
Acosta	Jennifer	Acosta, Jennifer v. Bayer et al.	BER-L-010152-11	NJ Bergen County
Acuff	Angela	Acuff, Angela v. Bayer et al.	BER-L-009414-10	NJ Bergen County
Adams	Cora Marie	Adams, Cora Marie v. Bayer et al.	BER-L-003694-10	NJ Bergen County
Agosto	Shirley	Agosto, Shirley (NJ) v. Bayer et al.	BER-L-003624-10	NJ Bergen County
Ahern	Maureen	Ahern, Maureen v. Bayer et al.	BER-L-008977-10	NJ Bergen County
Ahern	Jennifer	Ahern, Jennifer v. Bayer et al.	BER-L-008316-10	NJ Bergen County
Alexander	Michelle	Alexander, Michelle v. Bayer et al.	BER-L-009105-11	NJ Bergen County
Alfonzo	Lissette	Alfonzo, Lissette v. Bayer et al.	BER-L-009328-10	NJ Bergen County
Alinskas	Vivian	Alinskas, Vivian v. Bayer et al.	BER-L-011755-10	NJ Bergen County
Allen	Virginia	Allen, Virginia v. Bayer et al.	BER-L-003858-10	NJ Bergen County
Allen	Casey	Allen, Casey v. Bayer et al.	BER-L-008883-11	NJ Bergen County
Anderson	Tyeisha	Anderson, Tyeisha v. Bayer et al.	BER-L-002089-11	NJ Bergen County
Anderson	Marsha	Anderson, Marsha v. Bayer et al.	BER-L-007335-10	NJ Bergen County
Andrews	Christina	Andrews, Christina v. Bayer et al.	BER-L-008746-11	NJ Bergen County
Angelo	Stacie	Angelo, Stacie v. Bayer et al.	BER-L-000451-12	NJ Bergen County
Anglin	Lindsey	Anglin, Lindsey v. Bayer et al.	BER-L-003650-10	NJ Bergen County
Anjea	Shalini	Anjea, Shalini v. Bayer et al.	BER-L-009403-10	NJ Bergen County
Annis	Sabrinia	Annis, Sabrinia v. Bayer et al.	BER-L-009918-10	NJ Bergen County
Arbes	Lucy	Arbes, Lucy v. Bayer et al.	BER-L-009352-11	NJ Bergen County
Arinwine-Wallace	Colette	Arinwine-Wallace, Colette v. Bayer et al.	BER-L-007938-11	NJ Bergen County
Arket	Michelle	Arket, Michelle v. Bayer et al.	BER-L-007177-11	NJ Bergen County
Armijo	Christina	Armijo, Christina v. Bayer et al.	BER-L-004204-10	NJ Bergen County
Arndt	Cherokee	Arndt, Cherokee v. Bayer et al.	BER-L-001520-11	NJ Bergen County
Arneson	Jackie	Arneson, Jackie v. Bayer et al.	BER-L-003851-10	NJ Bergen County
Arnold	Laura	Arnold, Laura v. Bayer et al.	BER-L-003839-10	NJ Bergen County
Arnold	Kerrie	Arnold, Kerrie v. Bayer et al.	BER-L-009424-10	NJ Bergen County
Asada	Gina	Asada, Gina v. Bayer et al.	BER-L-009801-10	NJ Bergen County
Aseltyne	Jane	Aseltyne, Jane v. Bayer et al.	BER-L-009931-10	NJ Bergen County
Ash	Jina	Ash, Jina v. Bayer et al.	BER-L-003606-10	NJ Bergen County
Astle	Jessica	Astle, Jessica v. Bayer et al.	BER-L-003655-10	NJ Bergen County
Atkinson	Megan	Atkinson, Megan v. Bayer et al.	BER-L-003578-10	NJ Bergen County
Atwood	Nicole	Atwood, Nicole v. Bayer et al.	BER-L-006519-11	NJ Bergen County
Bailes	Summer	Bailes, Summer v. Bayer et al.	BER-L-009971-10	NJ Bergen County
Bailey	Hope	Bailey, Hope v. Bayer et al.	BER-L-007089-11	NJ Bergen County
Bailey	Rebekah	Bailey, Rebekah v. Bayer et al.	BER-L-012199-10	NJ Bergen County
Baiocco	Colleen	Baiocco, Colleen v. Bayer et al.	BER-L-001502-11	NJ Bergen County
Baker	E'urique	Baker, E'urique v. Bayer et al.	BER-L-000255-12	NJ Bergen County
Baker	Shanna	LaRatta, Anthony, Administrator Ad Prosequendum for the Estate of Shanna Baker v. Bayer et al.	BER-L-009740-10	NJ Bergen County
Bale	Gabrielle	Bale, Gabrielle v. Bayer et al.	BER-L-008216-10	NJ Bergen County
Ballou	Kelly	Ballou, Kelly v. Bayer et al.	BER-L-009018-10	NJ Bergen County
Banaszewski	Jamie	Banaszewski, Jamie v. Bayer et al.	BER-L-006643-10	NJ Bergen County
Barbalace	Rosalba	Barbalace, Rosalba v. Bayer et al.	BER-L-000302-12	NJ Bergen County
Barbetta	Kimberly	Barbetta, Kimberly v. Bayer et al.	BER-L-003812-10	NJ Bergen County
Barner	Kimberly	Barner, Kimberly v. Bayer et al.	BER-L-006484-10	NJ Bergen County
Barnett	April	Barnett, April v. Bayer et al.	BER-L-009046-10	NJ Bergen County
Barone	Nicole	Barone, Nicole v. Bayer et al.	BER-L-003672-12	NJ Bergen County

Last Name	First Name	Case Caption	Current Docket #	Current Jurisdiction
Bates	Courtney	Bates, Courtney v. Bayer et al.	BER-L-007200-11	NJ Bergen County
Batista	Vanessa	Batista, Vanessa v. Bayer et al.	BER-L-008882-11	NJ Bergen County
Baum	Michelle	Baum, Michelle v. Bayer et al.	BER-L-005597-11	NJ Bergen County
Bavolar	Rachel	Bavolar, Rachel (NJ) v. Bayer et al.	BER-L-006475-11	NJ Bergen County
Bayer	Tonianne	Bayer, Tonianne v. Bayer et al.	BER-L-006632-10	NJ Bergen County
Bean	Chelsea	Bean, Chelsea v. Bayer et al.	BER-L-006761-10	NJ Bergen County
Bebout	Marcy	Bebout, Marcy v. Bayer et al.	BER-L-007421-10	NJ Bergen County
Bechtold	Shayna	Bechtold, Shayna v. Bayer et al.	BER-L-006493-11	NJ Bergen County
Bedford	Amber	Bedford, Amber v. Bayer et al.	BER-L-007242-11	NJ Bergen County
Bednarczyk	Danielle	Bednarczyk, Danielle v. Bayer et al.	BER-L-012310-10	NJ Bergen County
Bennett	Lyndsey	Bennett, Lyndsey v. Bayer et al.	BER-L-011736-10	NJ Bergen County
Bentley	Amy	Bentley, Amy v. Bayer et al.	BER-L-003855-10	NJ Bergen County
Bergami	Angela	Bergami, Angela v. Bayer et al.	BER-L-006514-11	NJ Bergen County
Bermudez	Mary	Bermudez, Mary v. Bayer et al.	BER-L-008735-11	NJ Bergen County
Berwick	Tara	Berwick, Tara v. Bayer et al.	BER-L-003741-10	NJ Bergen County
Biondo	Diane	Biondo, Diane v. Bayer et al.	BER-L-007399-10	NJ Bergen County
Black	Janel	Black, Janel v. Bayer et al.	BER-L-009360-11	NJ Bergen County
Blakeney	Bianca	Blakeney, Bianca v. Bayer et al.	BER-L-006524-10	NJ Bergen County
Blanton	Gilda	Blanton, Gilda v. Bayer et al.	BER-L-009490-10	NJ Bergen County
Bloomer	Theresa	Bloomer, Theresa v. Bayer et al.	BER-L-009044-10	NJ Bergen County
Bluemel	Erika	Bluemel, Erika v. Bayer et al.	BER-L-006640-10	NJ Bergen County
Bochenek	Dolores	Bochenek, Dolores v. Bayer et al.	BER-L-003811-10	NJ Bergen County
Bohannon	Tracy	Bohannon, Tracy v. Bayer et al.	BER-L-003611-10	NJ Bergen County
Bohn	Violet	Bohn, Violet v. Bayer et al.	BER-L-009019-10	NJ Bergen County
Boland	Diana	Boland, Diana v. Bayer et al.	BER-L-007240-11	NJ Bergen County
Borem	Kristen	Borem, Kristen v. Bayer et al.	BER-L-002205-12	NJ Bergen County
Bores	Suzelle	Bores, Suzelle v. Bayer et al.	BER-L-008881-11	NJ Bergen County
Boroda	Allison	Boroda, Allison v. Bayer et al.	BER-L-000532-11	NJ Bergen County
Boswell	Cynthia	Boswell, Cynthia v. Bayer et al.	BER-L-006642-10	NJ Bergen County
Bouie	Esther	Bouie, Esther v. Bayer et al.	BER-L-002087-11	NJ Bergen County
Bowers	Heidi	Bowers, Heidi v. Bayer et al.	BER-L-001970-11	NJ Bergen County
Boyette	Billie	Boyette, Billie v. Bayer et al.	BER-L-009007-10	NJ Bergen County
Boyle	Kathy	Boyle, Kathy v. Bayer et al.	BER-L-009009-10	NJ Bergen County
Bozich	Jana	Bozich, Jana (NJ) v. Bayer et al.	BER-L-012306-10	NJ Bergen County
Bradshaw	Kelly	Bradshaw, Kelly v. Bayer et al.	BER-L-003773-10	NJ Bergen County
Brandt	Connie	Brandt, Connie v. Bayer et al.	BER-L-009012-10	NJ Bergen County
Brangan	Andrea	Brangan, Andrea v. Bayer et al.	BER-L-000442-12	NJ Bergen County
Brayton	Jennifer	Brayton, Jennifer v. Bayer et al.	BER-L-007199-11	NJ Bergen County
Breva	Jennifer	Breva, Jennifer v. Bayer et al.	BER-L-003805-10	NJ Bergen County
Brewer-Almanza	Renita	Brewer-Almanza, Renita v. Bayer et al.	BER-L-008734-11	NJ Bergen County
Brock	Carol	Brock, Carol v. Bayer et al.	BER-L-000303-12	NJ Bergen County
Brooks	Stacia	Brooks, Stacia v. Bayer et al.	BER-L-003704-10	NJ Bergen County
Brooks	Joann	Brooks, Joann v. Bayer et al.	BER-L-003836-10	NJ Bergen County
Brown	Danielle	Brown, Danielle v. Bayer et al.	BER-L-009006-10	NJ Bergen County
Brown	Jessica	Brown, Jessica (NJ) v. Bayer et al.	BER-L-008214-10	NJ Bergen County
Brown	Kylie	Brown, Kylie v. Bayer et al.	BER-L-003726-10	NJ Bergen County
Brown	Rachel	Brown, Rachel v. Bayer et al.	BER-L-009969-10	NJ Bergen County

Last Name	First Name	Case Caption	Current Docket #	Current Jurisdiction
Brunetti	Kelly	Brunetti, Kelly v. Bayer et al.	BER-L-009415-10	NJ Bergen County
Bucksner	Lauren	Bucksner, Lauren v. Bayer et al.	BER-L-009504-10	NJ Bergen County
Buie	Christi	Buie, Christi v. Bayer et al.	BER-L-009725-10	NJ Bergen County
Burgess	Kwanjai	Burgess, Kwanjai v. Bayer et al.	BER-L-009807-10	NJ Bergen County
Burke	Erica	Burke, Erica (NJ) v. Bayer et al.	BER-L-003621-10	NJ Bergen County
Burleson	Rebecca	Burleson, Rebecca v. Bayer et al.	BER-L-003799-10	NJ Bergen County
Burns	Megan	Burns, Megan v. Bayer et al.	BER-L-006479-11	NJ Bergen County
Button	Elizabeth	Button, Elizabeth v. Bayer et al.	BER-L-003840-10	NJ Bergen County
Byrd	Kimberly	Byrd, Kimberly v. Bayer et al.	BER-L-002462-11	NJ Bergen County
Cabral	Ashya	Cabral, Ashya v. Bayer et al.	BER-L-009949-10	NJ Bergen County
Caise	Michelle	Caise, Michelle v. Bayer et al.	BER-L-002108-11	NJ Bergen County
Caldwell	Brittney	Caldwell, Brittney v. Bayer et al.	BER-L-011750-10	NJ Bergen County
Callahan	Jamie	Callahan, Jamie v. Bayer et al.	BER-L-005651-11	NJ Bergen County
Callahan	Patricia	Callahan, Patricia v. Bayer et al.	BER-L-000253-12	NJ Bergen County
Campbell	Sundra	Campbell, Sundra v. Bayer et al.	BER-L-008204-10	NJ Bergen County
Canon	Jennifer	Canon, Jennifer v. Bayer et al.	BER-L-003848-10	NJ Bergen County
Canter	Tracy	Canter, Tracy v. Bayer et al.	BER-L-003577-10	NJ Bergen County
Carson	Laneccia	Carson, Laneccia v. Bayer et al.	BER-L-010933-10	NJ Bergen County
Caruso	Connie	Caruso, Connie v. Bayer et al.	BER-L-010069-10	NJ Bergen County
Carvajal	Diana	Carvajal, Diana v. Bayer et al.	BER-L-007189-11	NJ Bergen County
Casanova	Jennifer	Casanova, Jennifer v. Bayer et al.	BER-L-007414-10	NJ Bergen County
Cathey	Kristen	Cathey, Kristen v. Bayer et al.	BER-L-003748-10	NJ Bergen County
Catlett Baker	Summer	Catlett Baker, Summer v. Bayer et al.	BER-L-002472-11	NJ Bergen County
Cavagnaro	Georgina	Cavagnaro, Georgina v. Bayer et al.	BER-L-006603-10	NJ Bergen County
Celada de Castaneda	Neca	Celada de Castaneda, Neca v. Bayer et al.	BER-L-003711-10	NJ Bergen County
Cernicky	Kim	Cernicky, Kim v. Bayer et al.	BER-L-007943-11	NJ Bergen County
Cervi	Tiffany	Cervi, Tiffany v. Bayer et al.	BER-L-005584-11	NJ Bergen County
Chandler	Christa	Chandler, Christa v. Bayer et al.	BER-L-000141-12	NJ Bergen County
Chapman	Stephanie	Chapman, Stephanie v. Bayer et al.	BER-L-003765-10	NJ Bergen County
Chappell	Janet	Chappell, Janet v. Bayer et al.	BER-L-008989-10	NJ Bergen County
Charniga	Bryn	Charniga, Bryn v. Bayer et al.	BER-L-009774-10	NJ Bergen County
Chaus	Sarah	Chaus, Sarah v. Bayer et al.	BER-L-001939-12	NJ Bergen County
Childress	Yaminah	Childress, Yaminah v. Bayer et al.	BER-L-009442-10	NJ Bergen County
Choate	Elizabeth	Choate, Elizabeth v. Bayer et al.	BER-L-003713-10	NJ Bergen County
Christensen	Catrina	Christensen, Catrina v. Bayer et al.	BER-L-008207-10	NJ Bergen County
Christian	Crystal	Christian, Crystal v. Bayer et al.	BER-L-003744-10	NJ Bergen County
Chu	Ann Marie	Chu, Ann Marie v. Bayer et al.	BER-L-009417-10	NJ Bergen County
Chumley	Shannon	Chumley, Shannon v. Bayer et al.	BER-L-008253-10	NJ Bergen County
Ciari	Alicia	Ciari, Alicia v. Bayer et al.	BER-L-007239-11	NJ Bergen County
Ciccone	Staci	Ciccone, Staci v. Bayer et al.	BER-L-011847-10	NJ Bergen County
Cirino	Yamille	Cirino, Yamille v. Bayer et al.	BER-L-007238-11	NJ Bergen County
Clack	Emily	Clack, Emily v. Bayer et al.	BER-L-003857-10	NJ Bergen County
Clark	Stephanie	Clark, Stephanie (NJ) v. Bayer et al.	BER-L-003789-10	NJ Bergen County
Clark	Jewelletta	Clark, Jewelletta v. Bayer et al.	BER-L-003853-10	NJ Bergen County
Clayton	Joni	Clayton, Joni v. Bayer et al.	BER-L-009448-10	NJ Bergen County
Cleary	Kelsey	Cleary, Kelsey v. Bayer et al.	BER-L-000997-12	NJ Bergen County
Coady	Amy	Coady, Amy v. Bayer et al.	BER-L-008550-11	NJ Bergen County
Cocco	Awilda	Cocco, Awilda v. Bayer et al.	BER-L-010031-11	NJ Bergen County

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Cole	Rebecca	Cole, Rebecca v. Bayer et al.	BER-L-002475-11	NJ Bergen County
Colello	Shelly	Colello, Shelly v. Bayer et al.	BER-L-012275-10	NJ Bergen County
Colich	Lisa	Colich, Lisa v. Bayer et al.	BER-L-000513-12	NJ Bergen County
Conley	Rachel	Conley, Rachel v. Bayer et al.	BER-L-003863-10	NJ Bergen County
Conrad	Brooke	Conrad, Brooke v. Bayer et al.	BER-L-003731-10	NJ Bergen County
Constantinople	Anne	Constantinople, Anne v. Bayer et al.	BER-L-000307-12	NJ Bergen County
Conway	Jeanette	Conway, Jeanette v. Bayer et al.	BER-L-008879-11	NJ Bergen County
Conway	Lisa	Conway, Lisa v. Bayer et al.	BER-L-008714-11	NJ Bergen County
Cooke	Tynia	Cooke, Tynia v. Bayer et al.	BER-L-009422-10	NJ Bergen County
Cooper	Amber	Cooper, Amber (NJ) v. Bayer et al.	BER-L-011754-10	NJ Bergen County
Cooper	Amanda	Cooper, Amanda (NJ) v. Bayer et al.	BER-L-007237-11	NJ Bergen County
Cooper	Jill	Cooper, Jill v. Bayer et al.	BER-L-009925-10	NJ Bergen County
Cope	Margaret	Cope, Margaret v. Bayer et al.	BER-L-003782-10	NJ Bergen County
Copeny	Jerica	Copeny, Jerica v. Bayer et al.	BER-L-007513-10	NJ Bergen County
Corey	Diane	Corey, Diane v. Bayer et al.	BER-L-008317-10	NJ Bergen County
Cornell	Danielle	Cornell, Danielle v. Bayer et al.	BER-L-009425-10	NJ Bergen County
Cornier	Rosa	Cornier, Rosa I. v. Bayer et al.	BER-L-003675-10	NJ Bergen County
Cortez-Mariaca	Madeline	Cortez-Mariaca, Madeline v. Bayer et al.	BER-L-005682-11	NJ Bergen County
Cottrell	Jennifer	Cottrell, Jennifer v. Bayer et al.	BER-L-003739-10	NJ Bergen County
Council	Christol	Council, Christol v. Bayer et al.	BER-L-007234-11	NJ Bergen County
Cox	Shanna	Cox, Shanna v. Bayer et al.	BER-L-003721-10	NJ Bergen County
Cox	Lorraine	Cox, Lorraine v. Bayer et al.	BER-L-003693-10	NJ Bergen County
Coyle	Jennifer	Coyle, Jennifer v. Bayer et al.	BER-L-009002-10	NJ Bergen County
Coyne	Alicia	Coyne, Alicia v. Bayer et al.	BER-L-009074-11	NJ Bergen County
Crandall	Cherrelle	Duchscher, Wendy, on behalf of Cherrelle Crandall v. Bayer et al.	BER-L-003819-10	NJ Bergen County
Crawford	Jamie	Crawford, Jamie (NJ) v. Bayer et al.	BER-L-003785-10	NJ Bergen County
Csernica	Emily	Csernica, Emily v. Bayer et al.	BER-L-001431-11	NJ Bergen County
Cuadra	Maria	Cuadra, Maria v. Bayer et al.	BER-L-006527-10	NJ Bergen County
Cullison	Ashlei	Cullison, Ashlei v. Bayer et al.	BER-L-000143-12	NJ Bergen County
Cunningham	Jessica	Cunningham, Jessica v. Bayer et al.	BER-L-009151-11	NJ Bergen County
Dacey	Erika	Dacey, Erika v. Bayer et al.	BER-L-006811-10	NJ Bergen County
Damiano	Caroline	Damiano, Caroline v. Bayer et al.	BER-L-009157-11	NJ Bergen County
Damron	Brittany	Damron, Brittany v. Bayer et al.	BER-L-009400-10	NJ Bergen County
Daniels	Malikah	Daniels, Malikah v. Bayer et al.	BER-L-002265-11	NJ Bergen County
D'Antonio	Jennefer	D'Antonio, Jennefer v. Bayer et al.	BER-L-009390-10	NJ Bergen County
Darby	Judy	Darby, Judy C. v. Bayer et al.	BER-L-003777-10	NJ Bergen County
Davis	Erica	Davis, Erica v. Bayer et al.	BER-L-009907-10	NJ Bergen County
Davis	Mary	Davis, Mary Heather v. Bayer et al.	BER-L-003707-10	NJ Bergen County
Deaton	Rachel	Deaton, Rachel v. Bayer et al.	BER-L-000287-12	NJ Bergen County
Decker	Heather	Decker, Heather v. Bayer et al.	BER-L-006633-10	NJ Bergen County
Deculus	Sherron	Deculus, Sherron v. Bayer et al.	BER-L-009389-10	NJ Bergen County
Deese	Stephanie	Deese, Stephanie v. Bayer et al.	BER-L-007942-11	NJ Bergen County
Del Rosario	Rowena	Del Rosario, Rowena v. Bayer et al.	BER-L-006485-11	NJ Bergen County
Delaney	Chadney	Delaney, Lisa, Mother and Natural Guardian for C.D, a minor, v. Bayer et al.	BER-L-000446-12	NJ Bergen County
Delaney	Shannon	Delaney, Shannon v. Bayer et al.	BER-L-009003-10	NJ Bergen County
DeLeon	Shirley	DeLeon, Shirley v. Bayer et al.	BER-L-010349-10	NJ Bergen County
Demarb	Amber	Demarb, Amber v. Bayer et al.	BER-L-003801-10	NJ Bergen County
DeMoss	Patrisha	DeMoss, Patrisha v. Bayer et al.	BER-L-000653-11	NJ Bergen County
Dening	Pamela	Dening, Pamela v. Bayer et al.	BER-L-011768-10	NJ Bergen County

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DiChiacchio	Arianne	DiChiacchio, Arianne v. Bayer et al.	BER-L-002811-12	NJ Bergen County
Diggs	Erika	Diggs, Erika v. Bayer et al.	BER-L-005635-11	NJ Bergen County
Dilworth	LaQuita	Dilworth, LaQuita v. Bayer et al.	BER-L-008211-10	NJ Bergen County
Dinnel	Stacy	Dinnel, Stacy v. Bayer et al.	BER-L-007184-11	NJ Bergen County
Dixon	Deborah	Dixon, Deborah v. Bayer et al.	BER-L-003646-10	NJ Bergen County
Dixon	Wendy	Dixon, Wendy v. Bayer et al.	BER-L-003758-10	NJ Bergen County
Dock	Cara	Dock, Cara v. Bayer et al.	BER-L-001933-12	NJ Bergen County
Dolan	Leslie	Dolan, Leslie v. Bayer et al.	BER-L-000297-12	NJ Bergen County
Domingue	Heather	Domingue, Heather v. Bayer et al.	BER-L-003793-10	NJ Bergen County
Dorsett	Alanna	Dorsett, Alanna v. Bayer et al.	BER-L-009934-10	NJ Bergen County
Downey	Lauren	Downey, Lauren v. Bayer et al.	BER-L-003755-10	NJ Bergen County
Doyon	Clarissa	Doyon, Clarissa v. Bayer et al.	BER-L-003701-10	NJ Bergen County
Drake	Casey	Drake, Casey v. Bayer et al.	BER-L-005611-11	NJ Bergen County
Draves	Tiffany	Draves, Tiffany v. Bayer et al.	BER-L-011788-10	NJ Bergen County
Drew	Mary	Drew, Mary v. Bayer et al.	BER-L-000540-11	NJ Bergen County
Dubaldi	Carrie	Dubaldi, Carrie v. Bayer et al.	BER-L-006478-11	NJ Bergen County
Dunford	Ashley	Dunford, Ashley v. Bayer et al.	BER-L-003716-10	NJ Bergen County
Durkin	Nicole	Durkin, Nicole v. Bayer et al.	BER-L-001507-11	NJ Bergen County
Duty	Rebecca	Duty, Rebecca v. Bayer et al.	BER-L-009811-10	NJ Bergen County
Dye	Crystal	Dye, Crystal v. Bayer et al.	BER-L-000296-12	NJ Bergen County
Eades	Heather	Eades, Heather v. Bayer et al.	BER-L-003582-10	NJ Bergen County
Eagleson	Jenna	Eagleson, Jenna v. Bayer et al.	BER-L-009342-10	NJ Bergen County
Eddy	Elizabeth	Eddy, Elizabeth v. Bayer et al.	BER-L-002055-11	NJ Bergen County
Edwards	Shequana	Edwards, Shequana v. Bayer et al.	BER-L-009385-10	NJ Bergen County
Edwards	Tabitha	Edwards, Tabitha v. Bayer et al.	BER-L-003779-10	NJ Bergen County
Edwards	Karon	Edwards, Karon v. Bayer et al.	BER-L-003737-10	NJ Bergen County
Edwards	Meleena	Edwards, Meleena v. Bayer et al.	BER-L-003597-10	NJ Bergen County
Edwin	Lakiah	Edwin, Lakiah v. Bayer et al.	BER-L-003754-10	NJ Bergen County
Ehlert	Rachel	Ehlert, Rachel v. Bayer et al.	BER-L-007415-10	NJ Bergen County
Ehret	Barbara	Ehret, Barbara v. Bayer et al.	BER-L-003859-10	NJ Bergen County
Elder	Jennifer	Elder, Jennifer v. Bayer et al.	BER-L-006458-10	NJ Bergen County
Elder	Kia	Elder, Kia v. Bayer et al.	BER-L-011729-10	NJ Bergen County
Ellis	Aislinn	Ellis, Aislinn v. Bayer et al.	BER-L-003672-10	NJ Bergen County
Ellis	Angela	Ellis, Angela v. Bayer et al.	BER-L-008718-11	NJ Bergen County
Ellison	Marcia	Ellison, Marcia v. Bayer et al.	BER-L-007183-11	NJ Bergen County
Elmore	Mary	Elmore, Mary v. Bayer et al.	BER-L-007861-11	NJ Bergen County
Emberton	Betsy	Emberton, Betsy (NJ) v. Bayer et al.	BER-L-006755-10	NJ Bergen County
Emerson	Kirbi	Emerson, Kirbi v. Bayer et al.	BER-L-005686-11	NJ Bergen County
Engard	Carrie	Engard, Carrie v. Bayer et al.	BER-L-002471-11	NJ Bergen County
Engelman	Taylor	Engelman, Taylor v. Bayer et al.	BER-L-001526-11	NJ Bergen County
England	Courtney	England, Courtney v. Bayer et al.	BER-L-007411-10	NJ Bergen County
Englund	Kimberly	Englund, Kimberly v. Bayer et al.	BER-L-007377-10	NJ Bergen County
Enloe	Jessica	Enloe, Jessica v. Bayer et al.	BER-L-009150-11	NJ Bergen County
Erikson	Andrea	Erikson, Andrea v. Bayer et al.	BER-L-011848-10	NJ Bergen County
Ernest	DeShawn	Ernest, DeShawn v. Bayer et al.	BER-L-001960-11	NJ Bergen County
Evans	Pamela	Evans, Pamela v. Bayer et al.	BER-L-004203-10	NJ Bergen County
Evans	Audrey	Evans, Audrey v. Bayer et al.	BER-L-009970-10	NJ Bergen County

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Fabrizio	Alicia	Fabrizio, Alicia v. Bayer et al.	BER-L-009707-10	NJ Bergen County
Faddis	Stormie	Faddis, Stormie v. Bayer et al.	BER-L-006647-10	NJ Bergen County
Famulare	Julie	Famulare, Julie v. Bayer et al.	BER-L-001001-12	NJ Bergen County
Faria	Jennifer	Faria, Jennifer v. Bayer et al.	BER-L-007408-10	NJ Bergen County
Farrell	Jessica	Farrell, Jessica v. Bayer et al.	BER-L-006754-10	NJ Bergen County
Fasanella	Diane	Fasanella, Diane v. Bayer et al.	BER-L-000438-12	NJ Bergen County
Fauerbach	Alyssa	Fauerbach, Alyssa v. Bayer et al.	BER-L-001447-11	NJ Bergen County
Favre	Tricia	Favre, Tricia v. Bayer et al.	BER-L-002450-11	NJ Bergen County
Feinburg	Jillian	Feinburg, Jillian v. Bayer et al.	BER-L-007082-11	NJ Bergen County
Felice	Marcella	Felice, Marcella v. Bayer et al.	BER-L-006463-10	NJ Bergen County
Feola	Tara	Feola, Tara v. Bayer et al.	BER-L-005103-12	NJ Bergen County
Ferguson	Ashley	Ferguson, Ashley v. Bayer et al.	BER-L-009739-10	NJ Bergen County
Finch	Rebecca	Finch, Rebecca v. Bayer et al.	BER-L-006461-10	NJ Bergen County
Fitts	Stephanie	Fitts, Stephanie v. Bayer et al.	BER-L-009915-10	NJ Bergen County
Flanagan	Lauren	Flanagan, Lauren v. Bayer et al.	BER-L-009871-10	NJ Bergen County
Flanigan	Kerri	Flanigan, Kerri v. Bayer et al.	BER-L-009394-10	NJ Bergen County
Flannery	Jessica	Flannery, Jessica v. Bayer et al.	BER-L-009381-10	NJ Bergen County
Flowers	Kathryn	Flowers, Kathryn v. Bayer et al.	BER-L-006645-10	NJ Bergen County
Floyd	Kati	Floyd, Kati v. Bayer et al.	BER-L-003813-10	NJ Bergen County
Foley	Shannon	Foley, Shannon v. Bayer et al.	BER-L-003429-11	NJ Bergen County
Foley	Kristy	Foley, Kristy v. Bayer et al.	BER-L-009353-11	NJ Bergen County
Foreman-Grigsby	Gwendolyn	Foreman-Grigsby, Gwendolyn v. Bayer et al.	BER-L-003671-10	NJ Bergen County
Forler	Brooke	Forler, Brooke v. Bayer et al.	BER-L-001949-12	NJ Bergen County
Forster	Kandace	Forster, Kandace v. Bayer et al.	BER-L-009964-10	NJ Bergen County
Foster	Kala	Foster, Kala v. Bayer et al.	BER-L-003706-10	NJ Bergen County
Foster	Dana	Foster, Dana v. Bayer et al.	BER-L-003594-10	NJ Bergen County
Fox	Thomasa	Fox, Thomasa v. Bayer et al.	BER-L-005652-11	NJ Bergen County
Franklin	Daphne	Franklin, Daphne v. Bayer et al.	BER-L-006472-10	NJ Bergen County
Freeman	Victoria	Freeman, Victoria v. Bayer et al.	BER-L-007410-10	NJ Bergen County
Freeman-Smith	Jarao	Freeman-Smith, Jarao v. Bayer et al.	BER-L-007230-11	NJ Bergen County
Fulginiti	Deneen	Fulginiti, Deneen v. Bayer et al.	BER-L-009398-10	NJ Bergen County
Fulk	Alice	Fulk, Alice v. Bayer et al.	BER-L-009489-10	NJ Bergen County
Gabrieli	Alexa	Gabrieli, Alexa v. Bayer et al.	BER-L-004072-10	NJ Bergen County
Gagnon	Jessica	Gagnon, Jessica v. Bayer et al.	BER-L-006794-11	NJ Bergen County
Gajeski	Karen	Gajeski, Karen v. Bayer et al.	BER-L-010110-11	NJ Bergen County
Gammon	Jessica	Gammon, Jessica v. Bayer et al.	BER-L-003700-10	NJ Bergen County
Gang	Leslie	Gang, Leslie v. Bayer et al.	BER-L-010125-11	NJ Bergen County
Garcia	Ivonne	Garcia, Ivonne v. Bayer et al.	BER-L-009883-10	NJ Bergen County
Garibay-Diaz	Erika	Garibay-Diaz, Erika v. Bayer et al.	BER-L-006517-10	NJ Bergen County
Garrett	Brandi	Garrett, Brandi v. Bayer et al.	BER-L-008721-11	NJ Bergen County
Gebhardt	Tammy	Gebhardt, Tammy v. Bayer et al.	BER-L-009410-10	NJ Bergen County
Genovese	Crystal	Genovese, Crystal v. Bayer et al.	BER-L-003762-10	NJ Bergen County
George	Randi	George, Randi v. Bayer et al.	BER-L-000511-12	NJ Bergen County
George	Felicia	George, Felicia v. Bayer et al.	BER-L-008725-11	NJ Bergen County
George	Mary	George, Mary v. Bayer et al.	BER-L-010148-11	NJ Bergen County
Giannattasio	Gina	Giannattasio, Gina v. Bayer et al.	BER-L-003844-10	NJ Bergen County
Gibbons	Keila	Gibbons, Keila v. Bayer et al.	BER-L-006812-10	NJ Bergen County
Giddens	Jessica	Giddens, Jessica v. Bayer et al.	BER-L-006749-11	NJ Bergen County
Gilbertson	Christine	Gilbertson, Christine v. Bayer et al.	BER-L-002098-11	NJ Bergen County
Gill	Jennifer	Gill, Jennifer v. Bayer et al.	BER-L-009867-10	NJ Bergen County
Gironda	Tracy	Gironda, Tracy v. Bayer et al.	BER-L-010027-11	NJ Bergen County
Glover	LaTorrie	Glover, LaTorrie v. Bayer et al.	BER-L-003771-10	NJ Bergen County
Godwin	Elbony	Godwin, Elbony v. Bayer et al.	BER-L-003845-10	NJ Bergen County

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Golden-Harper	Jessica	Golden-Harper, Jessica v. Bayer et al.	BER-L-007887-11	NJ Bergen County
Goldstein	Anne	Goldstein, Anne v. Bayer et al.	BER-L-009368-10	NJ Bergen County
Gomez	Tanya	Gomez, Tanya v. Bayer et al.	BER-L-005613-11	NJ Bergen County
Gonzales	Sarah	Gonzales, Sarah v. Bayer et al.	BER-L-003616-10	NJ Bergen County
Goodwin	Sarah	Goodwin, Sarah v. Bayer et al.	BER-L-006720-12	NJ Bergen County
Gorman	Nicole	Gorman, Nicole v. Bayer et al.	BER-L-002804-12	NJ Bergen County
Gough	Lindsey	Gough, Lindsey v. Bayer et al.	BER-L-006758-10	NJ Bergen County
Goza	Amanda	Goza, Amanda v. Bayer et al.	BER-L-011746-10	NJ Bergen County
Gracia	Stephanie	Gracia, Stephanie v. Bayer et al.	BER-L-008318-10	NJ Bergen County
Grant	Jennifer	Grant, Jennifer v. Bayer et al.	BER-L-007254-11	NJ Bergen County
Graves	Dominique	Graves, Dominique v. Bayer et al.	BER-L-009930-10	NJ Bergen County
Gray	Jessica	Gray, Teresa, as Natural Guardian of Jessica Gray, a minor child v. Bayer et al.	BER-L-000320-12	NJ Bergen County
Grear	Elizabeth	Grear, Elizabeth v. Bayer et al.	BER-L-009334-10	NJ Bergen County
Greene	Whitney	Greene, Whitney v. Bayer et al.	BER-L-010926-10	NJ Bergen County
Griffin	Gwendolyn	Griffin, Gwendolyn v. Bayer et al.	BER-L-000148-12	NJ Bergen County
Griffin	Christina	Griffin, Christina v. Bayer et al.	BER-L-009929-10	NJ Bergen County
Grodek	Megan	Grodek, Megan Lee v. Bayer et al.	BER-L-003697-10	NJ Bergen County
Groom	Shastelle	Groom, Shastelle v. Bayer et al.	BER-L-009035-10	NJ Bergen County
Gunn	Caroline	Gunn, Mindy, as Guardian for Gunn, Caroline v. Bayer et al.	BER-L-003835-10	NJ Bergen County
Gursslin	April	Gursslin, April M. v. Bayer et al.	BER-L-003681-10	NJ Bergen County
Guthrie	Danielle	Guthrie, Danielle v. Bayer et al.	BER-L-003794-10	NJ Bergen County
Guydo	Chelsey	Guydo, Chelsey v. Bayer et al.	BER-L-006636-10	NJ Bergen County
Hair	Carmella	Hair, Carmella v. Bayer et al.	BER-L-011987-10	NJ Bergen County
Hairston	Kourtnay	Hairston, Kourtnay v. Bayer et al.	BER-L-009164-11	NJ Bergen County
Hall	Crystal	Hall, Crystal v. Bayer et al.	BER-L-006554-10	NJ Bergen County
Hall	Alissa	Hall, Alissa K. v. Bayer et al.	BER-L-003738-10	NJ Bergen County
Hall	Chelsea	Hall, Chelsea (NJ) v. Bayer et al.	BER-L-009449-10	NJ Bergen County
Hampton	Jeanette	Hampton, Jeanette v. Bayer et al.	BER-L-009082-11	NJ Bergen County
Hankins	Jaimee	Hankins, Jaimee v. Bayer et al.	BER-L-002112-11	NJ Bergen County
Hanratty	Jenna	Hanratty, Jenna v. Bayer et al.	BER-L-009443-10	NJ Bergen County
Harmon	Nadine	Harmon, Nadine v. Bayer et al.	BER-L-011140-10	NJ Bergen County
Harper	Denitra	Harper, Denitra v. Bayer et al.	BER-L-000318-12	NJ Bergen County
Harrington	Tina	Harrington, Tina v. Bayer et al.	BER-L-008985-10	NJ Bergen County
Harris	Christina	Harris, Christina v. Bayer et al.	BER-L-009433-10	NJ Bergen County
Harris	Jessica	Harris, Jessica v. Bayer et al.	BER-L-003718-10	NJ Bergen County
Harrison	Latisha	Harrison, Latisha v. Bayer et al.	BER-L-008731-11	NJ Bergen County
Harvey	Amanda	Harvey, Amanda v. Bayer et al.	BER-L-002273-11	NJ Bergen County
Hawkins	Regina	Hawkins, Regina v. Bayer et al.	BER-L-002073-11	NJ Bergen County
Hayes	Ashley	Hayes, Ashley (NJ) v. Bayer et al.	BER-L-000649-11	NJ Bergen County
Hayes	Heather	Hayes, Heather v. Bayer et al.	BER-L-009441-10	NJ Bergen County
Hayes	Danielle	Hayes, Danielle v. Bayer et al.	BER-L-003631-10	NJ Bergen County
Haynes-Ellington	Renate	Haynes-Ellington, Renate v. Bayer et al.	BER-L-002478-11	NJ Bergen County
Hayward	Jenniffer	Hayward, Jenniffer v. Bayer et al.	BER-L-009912-10	NJ Bergen County
Hazen	Marissa	Hazen, Marissa v. Bayer et al.	BER-L-006813-10	NJ Bergen County
Helm	Michelle	Helm, Michelle v. Bayer et al.	BER-L-005679-11	NJ Bergen County
Helvie	Natalie	Helvie, Natalie v. Bayer et al.	BER-L-001960-12	NJ Bergen County

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Hensley	Danielle	Hensley, Danielle v. Bayer et al.	BER-L-002095-11	NJ Bergen County
Henson	Casie	Henson, Casie v. Bayer et al.	BER-L-001691-10	NJ Bergen County
Herman	Anna	Herman, Anna v. Bayer et al.	BER-L-009440-10	NJ Bergen County
Hernandez-Duran	Rosemary	Hernandez-Duran, Rosemary v. Bayer et al.	BER-L-003862-10	NJ Bergen County
Heyer	Teresa	Heyer, Teresa v. Bayer et al.	BER-L-010905-10	NJ Bergen County
Hier	Samantha	Hier, Samantha v. Bayer et al.	BER-L-008729-11	NJ Bergen County
Hill	Ashley	Hill, Ashley (NJ) v. Bayer et al.	BER-L-008738-11	NJ Bergen County
Hill	Catherine	Hill, Catherine v. Bayer et al.	BER-L-008884-11	NJ Bergen County
Hill	Leah	Hill, Leah v. Bayer et al.	BER-L-001546-11	NJ Bergen County
Hinson	Jessica	Hinson, Jessica v. Bayer et al.	BER-L-000144-12	NJ Bergen County
Hire	Amanda	Hire, Amanda, an infant by her natural Mother and Guardian Tamera Hire v. Bayer et al.	BER-L-010934-10	NJ Bergen County
Hodge	Kimberly	Hodge, Kimberly v. Bayer et al.	BER-L-010959-10	NJ Bergen County
Hofmann	Danielle	Hofmann, Danielle v. Bayer et al.	BER-L-009355-11	NJ Bergen County
Hojnowski	Elizabeth	Hojnowski, Elizabeth v. Bayer et al.	BER-L-004199-10	NJ Bergen County
Holifield	Laura	Holifield, Laura v. Bayer et al.	BER-L-005590-11	NJ Bergen County
Horton	Tiffany	Horton, Tiffany v. Bayer et al.	BER-L-007057-10	NJ Bergen County
Hotaling	Nichole	Hotaling, Nichole v. Bayer et al.	BER-L-009479-10	NJ Bergen County
Howard	Monica	Howard, Monica v. Bayer et al.	BER-L-008747-11	NJ Bergen County
Howard	Courtney	Howard, Courtney v. Bayer et al.	BER-L-006814-10	NJ Bergen County
Howell	Roxanne	Howell, Roxanne v. Bayer et al.	BER-L-005667-11	NJ Bergen County
Hubscher	Erin	Hubscher, Erin v. Bayer et al.	BER-L-001953-12	NJ Bergen County
Huckeby	Chasity	Huckeby, Chasity v. Bayer et al.	BER-L-003866-10	NJ Bergen County
Huffman	Deborah	Huffman, Deborah v. Bayer et al.	BER-L-003817-10	NJ Bergen County
Huliska	Jeanne	Huliska, Jeanne v. Bayer et al.	BER-L-002453-11	NJ Bergen County
Hulsey	Natosha	Hulsey, Natosha v. Bayer et al.	BER-L-007253-11	NJ Bergen County
Hunter	Kristen	Hunter, Kristen v. Bayer et al.	BER-L-006646-10	NJ Bergen County
Hurtado	Jeanette	Hurtado, Jeanette v. Bayer et al.	BER-L-009435-10	NJ Bergen County
Iftekhar	Sarah	Iftekhar, Sarah v. Bayer et al.	BER-L-009813-10	NJ Bergen County
Ingold	Hope	Ingold, Hope v. Bayer et al.	BER-L-009349-10	NJ Bergen County
Ingram	Vanessa	Ingram, Vanessa v. Bayer et al.	BER-L-009364-10	NJ Bergen County
Jackson	Shannon	Jackson, Shannon v. Bayer et al.	BER-L-005684-11	NJ Bergen County
Jackson	Deitre	Jackson, Deitre v. Bayer et al.	BER-L-009482-10	NJ Bergen County
Jaeger	Cheryl	Jaeger, Cheryl v. Bayer et al.	BER-L-001937-12	NJ Bergen County
Jahn	Melody	Jahn, Melody v. Bayer et al.	BER-L-006649-10	NJ Bergen County
Jarreau	Malane	Jarreau, Malane v. Bayer et al.	BER-L-005671-11	NJ Bergen County
Jefferes	Yenismaili	Jefferes, Yenismaili v. Bayer et al.	BER-L-001940-12	NJ Bergen County
Jefferson	Ni'Chel'Le	Jefferson, Ni'Chel'Le v. Bayer et al.	BER-L-003820-10	NJ Bergen County
Jennings	Susan	Jennings, Susan v. Bayer et al.	BER-L-003872-10	NJ Bergen County
Jimenez	Gloria	Jimenez, Gloria v. Bayer et al.	BER-L-003756-10	NJ Bergen County
Jimenez	Nathalia	Jimenez, Nathalia v. Bayer et al.	BER-L-000955-11	NJ Bergen County
Johnson	Kristen	Johnson, Kristen v. Bayer et al.	BER-L-003825-10	NJ Bergen County
Johnson	Emily	Johnson, Emily v. Bayer et al.	BER-L-009332-10	NJ Bergen County
Johnson	Tori	Johnson, Tori v. Bayer et al.	BER-L-005676-11	NJ Bergen County
Johnson	Wanda	Johnson, Wanda (NJ) v. Bayer et al.	BER-L-009817-10	NJ Bergen County
Johnson	Alyssa	Johnson, Alyssa v. Bayer et al.	BER-L-009103-11	NJ Bergen County
Johnson	Malinda	Johnson, Malinda (NJ) v. Bayer et al.	BER-L-008319-10	NJ Bergen County

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Johnson	Sheree	Johnson, Sheree v. Bayer et al.	BER-L-009365-10	NJ Bergen County
Johnson	Amy	Johnson, Amy v. Bayer et al.	BER-L-009816-10	NJ Bergen County
Johnson	Katie	Johnson, Katie (NJ) v. Bayer et al.	BER-L-009902-10	NJ Bergen County
Johnston	Macy	Johnston, Macy v. Bayer et al.	BER-L-009785-10	NJ Bergen County
Jolly-Julian	Lori	Jolly-Julian, Lori Anne v. Bayer et al.	BER-L-007382-10	NJ Bergen County
Jones	Sherry	Jones, Sherry v. Bayer et al.	BER-L-007087-11	NJ Bergen County
Jones	Jeannie	Jones, Jeannie (NJ) v. Bayer et al.	BER-L-003791-10	NJ Bergen County
Jones	Nancy	Jones, Nancy v. Bayer et al.	BER-L-004106-10	NJ Bergen County
Jones	Callie	Jones, Callie v. Bayer et al.	BER-L-008885-11	NJ Bergen County
Jones	Natasha	Jones, Natasha v. Bayer et al.	BER-L-009407-10	NJ Bergen County
Jones	Shelia	Jones, Shelia v. Bayer et al.	BER-L-009501-10	NJ Bergen County
Jones	Kenya	Jones, Kenya Sheneek v. Bayer et al.	BER-L-009481-10	NJ Bergen County
Joos	Margaret	Joos, Margaret v. Bayer et al.	BER-L-009366-10	NJ Bergen County
Jordan	Alina	Jordan, Alina v. Bayer et al.	BER-L-005664-11	NJ Bergen County
Jordan	Sharon	Jordan, Sharon Renee v. Bayer et al.	BER-L-003686-10	NJ Bergen County
Jorgenson	Angelisa	Jorgenson, Angelisa v. Bayer et al.	BER-L-007682-12	NJ Bergen County
Joseph	Sharon	Joseph, Sharon v. Bayer et al.	BER-L-009820-10	NJ Bergen County
Juhasz	Dolores	Juhasz, Dolores v. Bayer et al.	BER-L-007171-11	NJ Bergen County
Jurick	Melissa	Jurick, Melissa v. Bayer et al.	BER-L-009340-10	NJ Bergen County
Kalish	Brandi	Kalish, Brandi v. Bayer et al.	BER-L-009821-10	NJ Bergen County
Kantner	Amanda	Kantner, Amanda v. Bayer et al.	BER-L-007685-12	NJ Bergen County
Karhoff	Michelle	Karhoff, Michelle v. Bayer et al.	BER-L-009898-10	NJ Bergen County
Keech	Kristina	Keech, Kristina v. Bayer et al.	BER-L-002054-11	NJ Bergen County
Keeling	Kathryn	Keeling, Kathryn v. Bayer et al.	BER-L-003724-10	NJ Bergen County
Keen	Alexis	Keen, Alexis v. Bayer et al.	BER-L-011136-10	NJ Bergen County
Keller	Erin	Keller, Erin v. Bayer et al.	BER-L-003796-10	NJ Bergen County
Kelly	Donine	Kelly, Donine v. Bayer et al.	BER-L-007040-11	NJ Bergen County
Kennerson	Dominique	Kennerson, Dominique v. Bayer et al.	BER-L-009822-10	NJ Bergen County
Kessler	Lisa	Kessler, Lisa v. Bayer et al.	BER-L-009710-10	NJ Bergen County
Kesy	Leesa	Kesy, Leesa v. Bayer et al.	BER-L-000536-11	NJ Bergen County
Kezmarsky	Cortney	Kezmarsky, Cortney v. Bayer et al.	BER-L-012239-10	NJ Bergen County
Kime	Erika	Kime, Erika v. Bayer et al.	BER-L-009888-10	NJ Bergen County
Kindler	Dawn	Kindler, Dawn v. Bayer et al.	BER-L-007074-11	NJ Bergen County
King	Amanda	King, Amanda L. v. Bayer et al.	BER-L-007327-10	NJ Bergen County
Kingham	Ashley	Kingham, Ashley v. Bayer et al.	BER-L-006652-10	NJ Bergen County
Kinney	Jasminn	Kinney, Jasminn v. Bayer et al.	BER-L-007798-11	NJ Bergen County
Kirkland	Chanda	Kirkland, Chanda v. Bayer et al.	BER-L-006483-11	NJ Bergen County
Kirkland	Caitlyn	Kirkland, Caitlyn v. Bayer et al.	BER-L-003634-10	NJ Bergen County
Klein	Jennifer	Klein, Jennifer v. Bayer et al.	BER-L-011738-10	NJ Bergen County
Kopinski	Claudia	Kopinski, Claudia v. Bayer et al.	BER-L-007042-11	NJ Bergen County
Kraus	Emily	Kraus, Emily v. Bayer et al.	BER-L-009823-10	NJ Bergen County
Kravitz	Robyn	Kravitz, Robyn v. Bayer et al.	BER-L-007699-11	NJ Bergen County
Kreig	Linda	Kreig, Linda v. Bayer et al.	BER-L-003617-10	NJ Bergen County
Krider	Sarah	Krider, Sarah v. Bayer et al.	BER-L-011792-10	NJ Bergen County

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Krout	Heather	Krout, Heather v. Bayer et al.	BER-L-011132-10	NJ Bergen County
Ladner	Ashley	Ladner, Ashley v. Bayer et al.	BER-L-000647-11	NJ Bergen County
Land	Christine	Land, Christine v. Bayer et al.	BER-L-006576-10	NJ Bergen County
Landau	Lanae	Landau, Lanae v. Bayer et al.	BER-L-007701-11	NJ Bergen County
Landrum	Erin	Landrum, Erin v. Bayer et al.	BER-L-009882-10	NJ Bergen County
Langley	Stephanie	Langley, Stephanie v. Bayer et al.	BER-L-009331-10	NJ Bergen County
Lankford	Marissa	Lankford, Marissa v. Bayer et al.	BER-L-012255-10	NJ Bergen County
LaRose	Alyssa	LaRose, Alyssa v. Bayer et al.	BER-L-000559-11	NJ Bergen County
Latham	Mallory	Latham, Mallory v. Bayer et al.	BER-L-003683-10	NJ Bergen County
Lavender-Ramsay	Cathlinn	Lavender-Ramsay, Cathlinn v. Bayer et al.	BER-L-001438-11	NJ Bergen County
Laviano	Angela	Laviano, Angela v. Bayer et al.	BER-L-009359-10	NJ Bergen County
Lawson	Kelly	Lawson, Kelly v. Bayer et al.	BER-L-010996-10	NJ Bergen County
Lazarou	Elizabeth	Lazarou, Elizabeth v. Bayer et al.	BER-L-009505-10	NJ Bergen County
Leamer	Tiffany	Leamer, Tiffany v. Bayer et al.	BER-L-007413-10	NJ Bergen County
LeBlanc	Chynna	LeBlanc, Chynna v. Bayer et al.	BER-L-011761-10	NJ Bergen County
Lebron Diaz	Wanda	Lebron Diaz, Wanda v. Bayer et al.	BER-L-009891-10	NJ Bergen County
Lee	Johnnie	Lee, Johnnie v. Bayer et al.	BER-L-006494-10	NJ Bergen County
Leek	Amanda	Leek, Amanda v. Bayer et al.	BER-L-000624-11	NJ Bergen County
Lee-Kearney	Kayla	Lee-Kearney, Kayla v. Bayer et al.	BER-L-008995-10	NJ Bergen County
Leiva	Michelle	Leiva, Michelle v. Bayer et al.	BER-L-007252-11	NJ Bergen County
Leon	Yasmine	Leon, Yasmine v. Bayer et al.	BER-L-002670-12	NJ Bergen County
Lester	Shaena	Lester, Shaena v. Bayer et al.	BER-L-009427-10	NJ Bergen County
Lewis	Amy	Lewis, Amy v. Bayer et al.	BER-L-002263-11	NJ Bergen County
Lewis	Paris	Lewis, Paris v. Bayer et al.	BER-L-006753-10	NJ Bergen County
Lindamood	Jolene	Lindamood, Jolene v. Bayer et al.	BER-L-003871-10	NJ Bergen County
Linklater	Constance	Linklater, Constance v. Bayer et al.	BER-L-009824-10	NJ Bergen County
Lipsey	Georgina	Lipsey, Georgina v. Bayer et al.	BER-L-001936-11	NJ Bergen County
Lisa	Lisa	Lisa, Lisa v. Bayer et al.	BER-L-007168-11	NJ Bergen County
Lisk	Heather	Lisk, Heather v. Bayer et al.	BER-L-001542-11	NJ Bergen County
Livaccari	Lauren	Livaccari, Lauren v. Bayer et al.	BER-L-002237-11	NJ Bergen County
Livermore	Breann	Livermore, Breann Gail v. Bayer et al.	BER-L-003684-10	NJ Bergen County
Lobay	Laura	Lobay, Laura v. Bayer et al.	BER-L-005688-11	NJ Bergen County
Loera	Hermila	Loera, Hermila v. Bayer et al.	BER-L-003815-10	NJ Bergen County
Lohin	Melissa	Lohin, Melissa v. Bayer et al.	BER-L-006361-12	NJ Bergen County
Long	Angela	Long, Angela v. Bayer et al.	BER-L-009165-11	NJ Bergen County
Loor	Angela	Loor, Angela v. Bayer et al.	BER-L-009502-10	NJ Bergen County
Loudon	Rebecca	Loudon, Rebecca v. Bayer et al.	BER-L-003760-10	NJ Bergen County
Loyack	Christine	Loyack, Christine v. Bayer et al.	BER-L-000453-12	NJ Bergen County
Lozada	Oscalina	Lozada, Oscalina v. Bayer et al.	BER-L-009353-10	NJ Bergen County
Lumbra	Stephanie	Lumbra, Stephanie v. Bayer et al.	BER-L-008886-11	NJ Bergen County
Luningham	Dana	Luningham, Dana v. Bayer et al.	BER-L-009880-10	NJ Bergen County
MacDonald	Sara	MacDonald, Sara v. Bayer et al.	BER-L-003717-10	NJ Bergen County
Mach	Amanda	Mach, Amanda v. Bayer et al.	BER-L-003806-10	NJ Bergen County
Machado	Rachel	Machado, Rachel v. Bayer et al.	BER-L-003864-10	NJ Bergen County
Mack	Tadra	Mack, Tadra v. Bayer et al.	BER-L-003651-10	NJ Bergen County
Mack	Kristen	Mack, Kristen v. Bayer et al.	BER-L-007251-11	NJ Bergen County
Maddox	Machelle	Maddox, Machelle v. Bayer et al.	BER-L-009085-11	NJ Bergen County

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Maddox	Cynthia	Maddox, Cynthia v. Bayer et al.	BER-L-003869-10	NJ Bergen County
Maffei	Andrea	Maffei, Andrea v. Bayer et al.	BER-L-007387-10	NJ Bergen County
Maffei	Debra	Maffei, Debra v. Bayer et al.	BER-L-005658-11	NJ Bergen County
Maguire	Diane	Maguire, Diane v. Bayer et al.	BER-L-010067-10	NJ Bergen County
Mahler	Kimberly	Mahler, Kimberly v. Bayer et al.	BER-L-009508-10	NJ Bergen County
Malatek	Reagan	Malatek, Reagan v. Bayer et al.	BER-L-009362-10	NJ Bergen County
Manning	Felicia	Manning, Felicia v. Bayer et al.	BER-L-002022-10	NJ Bergen County
Manobianca	Stacey	Manobianca, Stacey v. Bayer et al.	BER-L-006587-10	NJ Bergen County
Maranell	Jaclynne	Maranell, Jaclynne v. Bayer et al.	BER-L-007161-11	NJ Bergen County
Marler	Jessica	Marler, Jessica v. Bayer et al.	BER-L-000537-11	NJ Bergen County
Martin	Brittney	Martin, Brittney v. Bayer et al.	BER-L-006607-10	NJ Bergen County
Martin	Jessica	Martin, Jessica (NJ) v. Bayer et al.	BER-L-007383-10	NJ Bergen County
Martin	Shelley	Martin, Shelley v. Bayer et al.	BER-L-010070-10	NJ Bergen County
Martin	Nicole	Martin, Nicole (NJ) v. Bayer et al.	BER-L-009107-11	NJ Bergen County
Martin	Amy	Martin, Amy v. Bayer et al.	BER-L-009378-10	NJ Bergen County
Martin	Brandice	Martin, Georgette, as representative for Brandice Martin, Decedent v. Bayer et al.	BER-L-009363-11	NJ Bergen County
Martini	Jessica	Martini, Jessica v. Bayer et al.	BER-L-004076-10	NJ Bergen County
Mascolo	Michelle	Mascolo, Michelle v. Bayer et al.	BER-L-009921-10	NJ Bergen County
Matthews	Misty	Matthews, Misty v. Bayer et al.	BER-L-004104-10	NJ Bergen County
Mattison	Kristi	Mattison, Kristi v. Bayer et al.	BER-L-009709-10	NJ Bergen County
Mauras-Santiago	Emily	Mauras-Santiago, Emily v. Bayer et al.	BER-L-009434-10	NJ Bergen County
Mavroudis	Michelle	Mavroudis, Michelle v. Bayer et al.	BER-L-008609-11	NJ Bergen County
Maxcy	Jessica	Maxcy, Jessica v. Bayer et al.	BER-L-001955-12	NJ Bergen County
Mays	Jenna	Mays, Jenna v. Bayer et al.	BER-L-006476-11	NJ Bergen County
McBride	Amanda	McBride, Amanda v. Bayer et al.	BER-L-009899-10	NJ Bergen County
McBride	Tina	McBride, Tina v. Bayer et al.	BER-L-003873-10	NJ Bergen County
McCall	Jennifer	McCall, Jennifer v. Bayer et al.	BER-L-005673-11	NJ Bergen County
McCann	Jacquelyn	McCann, Jacquelyn v. Bayer et al.	BER-L-007188-11	NJ Bergen County
McClain	Ashleigh	McClain, Ashleigh v. Bayer et al.	BER-L-003843-10	NJ Bergen County
McCleary	Anastasia	McCleary, Anastasia v. Bayer et al.	BER-L-001457-11	NJ Bergen County
McDonald	Mona	McDonald, Mona v. Bayer et al.	BER-L-010079-11	NJ Bergen County
McDowell	Jessica	McDowell, Jessica v. Bayer et al.	BER-L-001895-11	NJ Bergen County
McHenry	Leigh Anne	McHenry, Leigh Anne v. Bayer et al.	BER-L-003614-10	NJ Bergen County
McKay-Loescher	Lindsay	McKay-Loescher, Lindsay v. Bayer et al.	BER-L-000636-11	NJ Bergen County
McKee	Rhiannon	McKee, Rhiannon v. Bayer et al.	BER-L-010984-10	NJ Bergen County
McKellick	Heather	McKellick, Heather v. Bayer et al.	BER-L-003629-10	NJ Bergen County
McLain	Kimberly	McLain, Kimberly v. Bayer et al.	BER-L-008210-10	NJ Bergen County
McLaughlin	Amanda	McLaughlin, Amanda v. Bayer et al.	BER-L-000441-12	NJ Bergen County
McLean	Tasha	McLean, Tasha v. Bayer et al.	BER-L-006577-10	NJ Bergen County
McLeod	Molly	McLeod, Molly v. Bayer et al.	BER-L-001959-12	NJ Bergen County
McMahon	Megan	McMahon, Megan v. Bayer et al.	BER-L-009077-11	NJ Bergen County
McMahon	Daphne	McMahon, Daphne v. Bayer et al.	BER-L-000701-11	NJ Bergen County
McMullin	Sierra	McMullin, Ann on behalf of Sierra McMullin v. Bayer et al.	BER-L-004098-10	NJ Bergen County
McNair	Jennifer	McNair, Jennifer v. Bayer et al.	BER-L-003740-10	NJ Bergen County
Mead	Amanda	Mead, Amanda v. Bayer et al.	BER-L-006648-10	NJ Bergen County

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Medley	Dawn	Medley, Dawn v. Bayer et al.	BER-L-009828-10	NJ Bergen County
Meissner	Druanne	Meissner, Druanne v. Bayer et al.	BER-L-009095-11	NJ Bergen County
Meredith	Kelly	Meredith, Kelly v. Bayer et al.	BER-L-009887-10	NJ Bergen County
Merlino	Nora	Merlino, Nora v. Bayer et al.	BER-L-006489-10	NJ Bergen County
Meyer	Cheryl	Meyer, Cheryl v. Bayer et al.	BER-L-009426-10	NJ Bergen County
Miglino	Paula	Miglino, Paula v. Bayer et al.	BER-L-009380-10	NJ Bergen County
Minor	Kristin	Minor, Kristin v. Bayer et al.	BER-L-003708-10	NJ Bergen County
Miraglia	Toni	Miraglia, Toni v. Bayer et al.	BER-L-009015-10	NJ Bergen County
Mitchell	Terika	Mitchell, Terika v. Bayer et al.	BER-L-002500-11	NJ Bergen County
Mitchell	Kimberly	Mitchell, Kimberly v. Bayer et al.	BER-L-009937-10	NJ Bergen County
Mitchell	Heather	Mitchell, Heather (NJ) v. Bayer et al.	BER-L-003833-10	NJ Bergen County
Mitchem	Karen	Mitchem, Karen v. Bayer et al.	BER-L-002119-11	NJ Bergen County
Mobbs	Shara	Mobbs, Shara v. Bayer et al.	BER-L-006752-10	NJ Bergen County
Moldovanyi	Donna	Moldovanyi, Donna v. Bayer et al.	BER-L-008552-11	NJ Bergen County
Money	Shelby	Money, Shelby v. Bayer et al.	BER-L-009910-10	NJ Bergen County
Mongan	Lisa	Mongan, Lisa v. Bayer et al.	BER-L-008197-12	NJ Bergen County
Montes	Sara	Montes, Sara v. Bayer et al.	BER-L-009041-10	NJ Bergen County
Moon	Denise	Moon, Denise v. Bayer et al.	BER-L-009393-10	NJ Bergen County
Moore	Myra	Moore, Myra v. Bayer et al.	BER-L-002083-11	NJ Bergen County
Moore	Tamra	Moore, Tamra v. Bayer et al.	BER-L-009492-10	NJ Bergen County
Moorman	Leslie	Moorman, Leslie v. Bayer et al.	BER-L-009487-10	NJ Bergen County
Morales	Cattleya	Morales, Cattleya v. Bayer et al.	BER-L-010175-11	NJ Bergen County
Morales	Maria	Morales, Maria v. Bayer et al.	BER-L-010166-11	NJ Bergen County
Moreno	Margarita	Moreno, Margarita v. Bayer et al.	BER-L-010029-11	NJ Bergen County
Morris	Barbara	Morris, Barbara (NJ) v. Bayer et al.	BER-L-010991-10	NJ Bergen County
Morrison	Amber	Morrison, Amber v. Bayer et al.	BER-L-009239-11	NJ Bergen County
Morton	Nicole	Morton, Nicole v. Bayer et al.	BER-L-009831-10	NJ Bergen County
Mott	Candace	Mott, Candace v. Bayer et al.	BER-L-002266-11	NJ Bergen County
Muller	Rachel	Muller, Rachel (NJ) v. Bayer et al.	BER-L-011783-10	NJ Bergen County
Murphy	Tiffany	Murphy, Tiffany v. Bayer et al.	BER-L-007250-11	NJ Bergen County
Muzyczenko	Zena	Muzyczenko, Zena v. Bayer et al.	BER-L-007063-11	NJ Bergen County
Myers	Tracey	Myers, Tracey, by and through Next Friend, Melody Williamson v. Bayer et al.	BER-L-002085-11	NJ Bergen County
Myers-Owen	Jennifer	Myers-Owen, Jennifer v. Bayer et al.	BER-L-000317-12	NJ Bergen County
Naimark	Karin	Naimark, Karin v. Bayer et al.	BER-L-002024-10	NJ Bergen County
Nardone	Amie	Nardone, Amie (NJ) v. Bayer et al.	BER-L-005599-11	NJ Bergen County
Nelson	Lisa	Nelson, Lisa v. Bayer et al.	BER-L-007404-10	NJ Bergen County
Nelson	Anne	Nelson, Anne v. Bayer et al.	BER-L-007044-11	NJ Bergen County
Newman	Tammie	Newman, Tammie v. Bayer et al.	BER-L-010115-11	NJ Bergen County
Newmiller	Krista	Newmiller, Krista v. Bayer et al.	BER-L-001010-12	NJ Bergen County
Nicholson	Melissa	Nicholson, Melissa v. Bayer et al.	BER-L-000664-11	NJ Bergen County
Nickell	Kari	Nickell, Kari v. Bayer et al.	BER-L-003745-10	NJ Bergen County
Nicola	Deborah	Nicola, Deborah v. Bayer et al.	BER-L-003828-10	NJ Bergen County
Niemic	Tricia	Niemic, Tricia v. Bayer et al.	BER-L-008612-11	NJ Bergen County
Nisbet	Deirdre	Nisbet, Deirdre v. Bayer et al.	BER-L-009358-11	NJ Bergen County
Nixon	Tanya	Nixon, Tanya v. Bayer et al.	BER-L-009477-10	NJ Bergen County
Nogueira	Nancy	Nogueira, Nancy v. Bayer et al.	BER-L-001547-11	NJ Bergen County
Norman	Jenae	Norman, Jenae v. Bayer et al.	BER-L-006650-10	NJ Bergen County

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Norris	Melissa	Norris, Melissa Dawn v. Bayer et al.	BER-L-003682-10	NJ Bergen County
Northrop	Kathy	Northrop, Kathy v. Bayer et al.	BER-L-009351-10	NJ Bergen County
Nozza-Juzefyk	Nicole	Nozza-Juzefyk, Nicole v. Bayer et al.	BER-L-005663-11	NJ Bergen County
Nunez Ramos	Edna	Nunez Ramos, Edna v. Bayer et al.	BER-L-009893-10	NJ Bergen County
Ocasio	Sandy	Ocasio, Sandy v. Bayer et al.	BER-L-009889-10	NJ Bergen County
O'Hern	Lauren	O'Hern, Lauren v. Bayer et al.	BER-L-000555-11	NJ Bergen County
Olivares	Diane	Olivares, Diane v. Bayer et al.	BER-L-003725-10	NJ Bergen County
O'Neal	Leigh	O'Neal, Leigh M. v. Bayer et al.	BER-L-003783-10	NJ Bergen County
Orem	Tiffany	Orem, Tiffany v. Bayer et al.	BER-L-011135-10	NJ Bergen County
Ortiz	Oneida	Ortiz, Oneida v. Bayer et al.	BER-L-001007-12	NJ Bergen County
Outlaw	Diamond	Outlaw, Diamond v. Bayer et al.	BER-L-000702-11	NJ Bergen County
Oxler	Jennifer	Oxler, Jennifer v. Bayer et al.	BER-L-005583-11	NJ Bergen County
Oyeilumi	Toya	Oyeilumi, Toya v. Bayer et al.	BER-L-009932-10	NJ Bergen County
Pace	Melissa	Pace, Melissa v. Bayer et al.	BER-L-011775-10	NJ Bergen County
Pacilio	Cristina	Pacilio, Cristina v. Bayer et al.	BER-L-012276-10	NJ Bergen County
Padilla	Amanda	Padilla, Amanda v. Bayer et al.	BER-L-003723-10	NJ Bergen County
Pagliai	Emily	Pagliai, Emily v. Bayer et al.	BER-L-008202-10	NJ Bergen County
Pancaro	Nicole	Pancaro, Nicole v. Bayer et al.	BER-L-007885-11	NJ Bergen County
Panico	Erica	Panico, Erica v. Bayer et al.	BER-L-005708-11	NJ Bergen County
Parker	Gail	Parker, Gail v. Bayer et al.	BER-L-009339-10	NJ Bergen County
Pasciuta	Amanda	Pasciuta, Amanda v. Bayer et al.	BER-L-011800-10	NJ Bergen County
Patel	Nirali	Patel, Nirali v. Bayer et al.	BER-L-000135-12	NJ Bergen County
Patterson	Nikki	Patterson, Nikki v. Bayer et al.	BER-L-009968-10	NJ Bergen County
Paul	Patricia	Paul, Patricia v. Bayer et al.	BER-L-006518-10	NJ Bergen County
Paul	Susan	Paul, Susan v. Bayer et al.	BER-L-009890-10	NJ Bergen County
Pena	Amparo	Pena, Amparo v. Bayer et al.	BER-L-003837-10	NJ Bergen County
Pennington	Margaret	Pennington, Margaret v. Bayer et al.	BER-L-010091-11	NJ Bergen County
Perdomo	Emmeline	Perdomo, Emmeline v. Bayer et al.	BER-L-003432-11	NJ Bergen County
Perkins	Mallory	Perkins, Mallory (NJ) v. Bayer et al.	BER-L-002822-12	NJ Bergen County
Perkins	Beth	Perkins, Beth v. Bayer et al.	BER-L-008205-10	NJ Bergen County
Perron	Erica	Perron, Erica v. Bayer et al.	BER-L-007406-10	NJ Bergen County
Persky	Samara	Persky, Samara v. Bayer et al.	BER-L-008221-10	NJ Bergen County
Pessin	Megan	Pessin, Megan (NJ) v. Bayer et al.	BER-L-012293-10	NJ Bergen County
Peterson	Marie	Peterson, Marie v. Bayer et al.	BER-L-003580-10	NJ Bergen County
Petrick	Amber	Petrick, Amber v. Bayer et al.	BER-L-009147-11	NJ Bergen County
Pettit	Cierra	Pettit, Cierra v. Bayer et al.	BER-L-003810-10	NJ Bergen County
Pezza	Ann	Pezza, Ann v. Bayer et al.	BER-L-007249-11	NJ Bergen County
Phillips	Shavonni	Phillips, Shavonni v. Bayer et al.	BER-L-010068-10	NJ Bergen County
Phillips	Heather	Phillips, Heather v. Bayer et al.	BER-L-001531-11	NJ Bergen County
Piccoli	Lucille	Piccoli, Lucille v. Bayer et al.	BER-L-000260-12	NJ Bergen County
Pickens	Alisa	Pickens, Alisa v. Bayer et al.	BER-L-003856-10	NJ Bergen County
Pierce	Angela	Pierce, Angela v. Bayer et al.	BER-L-007175-11	NJ Bergen County
Pierce	Amanda	Pierce, Amanda v. Bayer et al.	BER-L-009163-11	NJ Bergen County
Pirozzoli	Nicole	Pirozzoli, Nicole v. Bayer et al.	BER-L-001956-12	NJ Bergen County
Pitts	Gretchen	Pitts, Gretchen v. Bayer et al.	BER-L-002466-11	NJ Bergen County
Plonski	Rennee	Plonski, Rennee v. Bayer et al.	BER-L-001523-11	NJ Bergen County

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Plusch	Kaitlyn	Plusch, Kaitlyn v. Bayer et al.	BER-L-008217-10	NJ Bergen County
Pogorzelski	Jessica	Pogorzelski, Jessica v. Bayer et al.	BER-L-003607-10	NJ Bergen County
Poland	Samantha	Poland, Samantha v. Bayer et al.	BER-L-003832-10	NJ Bergen County
Polikowski	Sandra	Polikowski, Sandra v. Bayer et al.	BER-L-009017-10	NJ Bergen County
Pope	Tiffany	Pope, Tiffany v. Bayer et al.	BER-L-003759-10	NJ Bergen County
Porro	Dianna	Porro, Dianna v. Bayer et al.	BER-L-009835-10	NJ Bergen County
Porter	Amanda	Porter, Amanda v. Bayer et al.	BER-L-000509-12	NJ Bergen County
Potts	Brittany	Potts, Brittany v. Bayer et al.	BER-L-008256-10	NJ Bergen County
Powell	Carrie	Powell, Carrie v. Bayer et al.	BER-L-003841-10	NJ Bergen County
Powell	Toni	Powell, Toni v. Bayer et al.	BER-L-010902-10	NJ Bergen County
Price	Elisha	Price, Elisha v. Bayer et al.	BER-L-005589-11	NJ Bergen County
Price	Tammala	Price, Tammala v. Bayer et al.	BER-L-009154-11	NJ Bergen County
Pridemore	Jennifer	Pridemore, Jennifer v. Bayer et al.	BER-L-011996-10	NJ Bergen County
Priest	Heather	Priest, Heather v. Bayer et al.	BER-L-009839-10	NJ Bergen County
Provost	Amy	Provost, Amy v. Bayer et al.	BER-L-009720-10	NJ Bergen County
Pruitt	Amanda	Pruitt, Amanda v. Bayer et al.	BER-L-006744-11	NJ Bergen County
Pryor	Tmekio	Pryor, Tmekio v. Bayer et al.	BER-L-003593-10	NJ Bergen County
Purifoy	Courtney	Purifoy, Courtney v. Bayer et al.	BER-L-001394-11	NJ Bergen County
Purtilar	Teresa	Purtilar, Teresa v. Bayer et al.	BER-L-009412-10	NJ Bergen County
Ramos	Renel	Ramos, Renel v. Bayer et al.	BER-L-005675-11	NJ Bergen County
Randall	Bridget	Randall, Bridget v. Bayer et al.	BER-L-003063-11	NJ Bergen County
Rankin	Melanie	Rankin, Melanie v. Bayer et al.	BER-L-006485-10	NJ Bergen County
Ratliff	Melissa	Ratliff, Melissa v. Bayer et al.	BER-L-003746-10	NJ Bergen County
Ratliff	Amanda	Ratliff, Amanda v. Bayer et al.	BER-L-009475-10	NJ Bergen County
Ray	Patricia	Ray, Patricia v. Bayer et al.	BER-L-010931-10	NJ Bergen County
Read	Sarah	Read, Sarah v. Bayer et al.	BER-L-010903-10	NJ Bergen County
Reader Phelps	Patricia	Reader Phelps, Patricia v. Bayer et al.	BER-L-000121-12	NJ Bergen County
Redman	Victoria	Redman, Victoria (NJ) v. Bayer et al.	BER-L-003604-10	NJ Bergen County
Redmond	Alexandra	Redmond, Alexandra v. Bayer et al.	BER-L-000626-11	NJ Bergen County
Reese	Teresa	Reese, Teresa v. Bayer et al.	BER-L-000248-12	NJ Bergen County
Renner	Jamie	Renner, Jamie v. Bayer et al.	BER-L-003603-10	NJ Bergen County
Reynolds	Skye	Reynolds, Skye v. Bayer et al.	BER-L-000632-11	NJ Bergen County
Rhoades	Amanda	Rhoades, Amanda v. Bayer et al.	BER-L-009346-10	NJ Bergen County
Rhodes	Shannon	Rhodes, Shannon v. Bayer et al.	BER-L-006759-10	NJ Bergen County
Ribaudo	Jennifer	Ribaudo, Jennifer v. Bayer et al.	BER-L-006551-10	NJ Bergen County
Richards	Elizabeth	Richards, Elizabeth v. Bayer et al.	BER-L-009842-10	NJ Bergen County
Richman	Donna	Richman, Donna v. Bayer et al.	BER-L-001540-11	NJ Bergen County
Riddle	Victoria	Riddle, Victoria v. Bayer et al.	BER-L-007081-11	NJ Bergen County
Ridnor	Megan	Ridnor, Megan v. Bayer et al.	BER-L-003598-10	NJ Bergen County
Riek	Cara	Riek, Cara v. Bayer et al.	BER-L-010028-11	NJ Bergen County
Riesgo	Vanessa	Riesgo, Vanessa v. Bayer et al.	BER-L-000660-11	NJ Bergen County
Rippy	LaToya	Rippy, LaToya v. Bayer et al.	BER-L-001016-12	NJ Bergen County
Rivera	Stephanie	Rivera, Stephanie v. Bayer et al.	BER-L-009480-10	NJ Bergen County
Roberts	Laurie	Roberts, Laurie v. Bayer et al.	BER-L-004100-10	NJ Bergen County
Robertson	Holly	Robertson, Holly (NJ) v. Bayer et al.	BER-L-007058-11	NJ Bergen County
Robinson	Louise	Robinson, Louise v. Bayer et al.	BER-L-011841-10	NJ Bergen County
Rocha	Diana	Rocha, Diana v. Bayer et al.	BER-L-007245-11	NJ Bergen County
Rockefeller	Melanie	Rockefeller, Melanie v. Bayer et al.	BER-L-009495-10	NJ Bergen County

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Rodriguez	Janette	Rodriguez, Janette v. Bayer et al.	BER-L-003625-10	NJ Bergen County
Rogers	Darla	Rogers, Darla v. Bayer et al.	BER-L-009843-10	NJ Bergen County
Rogers	Teresa	Rogers, Teresa (NJ) v. Bayer et al.	BER-L-002275-11	NJ Bergen County
Rogert	Susan	Rogert, Susan v. Bayer et al.	BER-L-000533-11	NJ Bergen County
Rohac	Stevie	Rohac, Stevie v. Bayer et al.	BER-L-006749-10	NJ Bergen County
Romeo	Alexandra	Romeo, Alexandra v. Bayer et al.	BER-L-010951-10	NJ Bergen County
Rotz	Kayla	Rotz, Kayla v. Bayer et al.	BER-L-008997-10	NJ Bergen County
Royer	Tara	Royer, Tara v. Bayer et al.	BER-L-009362-11	NJ Bergen County
Ruby	Ashlee	Ruby, Ashlee v. Bayer et al.	BER-L-009347-10	NJ Bergen County
Rudnicki	Lisa	Rudnicki, Lisa v. Bayer et al.	BER-L-009345-10	NJ Bergen County
Ruede	Heather	Ruede, Heather v. Bayer et al.	BER-L-001445-11	NJ Bergen County
Ruiz	Martha	Ruiz, Martha v. Bayer et al.	BER-L-006462-10	NJ Bergen County
Ruiz	Roxangela	Ruiz, Roxangela v. Bayer et al.	BER-L-009896-10	NJ Bergen County
Ruiz	Cynthia	Ruiz, Cynthia v. Bayer et al.	BER-L-003865-10	NJ Bergen County
Ruotolo	Christina	Ruotolo, Christina v. Bayer et al.	BER-L-011760-10	NJ Bergen County
Russo	Andrea	Russo, Andrea v. Bayer et al.	BER-L-009444-10	NJ Bergen County
Ryson	Shannon	Ryson, Shannon v. Bayer et al.	BER-L-006760-10	NJ Bergen County
Salaiz	Christina	Salaiz, Christina v. Bayer et al.	BER-L-003823-10	NJ Bergen County
Salisbury	Cathelyne	Salisbury, Cathelyne v. Bayer et al.	BER-L-011772-10	NJ Bergen County
San Agustin	Ludmila	San Agustin, Ludmila v. Bayer et al.	BER-L-011731-10	NJ Bergen County
Sanchez	Nicole	Sanchez, Nicole v. Bayer et al.	BER-L-000445-12	NJ Bergen County
Sanchez	Irma	Sanchez, Irma v. Bayer et al.	BER-L-009913-10	NJ Bergen County
Sanchez	Connie	Sanchez, Connie v. Bayer et al.	BER-L-001519-11	NJ Bergen County
Sanders	Julie	Sanders, Julie v. Bayer et al.	BER-L-009509-10	NJ Bergen County
Santiago	Ada	Santiago, Ada v. Bayer et al.	BER-L-003585-10	NJ Bergen County
Santiago	Liza	Santiago, Liza v. Bayer et al.	BER-L-006774-11	NJ Bergen County
Sartori	Heather	Sartori, Heather v. Bayer et al.	BER-L-000300-12	NJ Bergen County
Saulnier-Dyer	Claudette	Saulnier-Dyer, Claudette v. Bayer et al.	BER-L-009846-10	NJ Bergen County
Saunders	Jennifer	Saunders, Jennifer v. Bayer et al.	BER-L-009478-10	NJ Bergen County
Sbarro	Angela	Sbarro, Angela v. Bayer et al.	BER-L-005678-11	NJ Bergen County
Scardelli	Meredith	Scardelli, Meredith v. Bayer et al.	BER-L-010899-10	NJ Bergen County
Scarpine	Dana	Scarpine, Dana v. Bayer et al.	BER-L-007030-11	NJ Bergen County
Schechter	Jaime	Schechter, Jaime v. Bayer et al.	BER-L-009160-11	NJ Bergen County
Scheuer	Alisha	Scheuer, Alisha v. Bayer et al.	BER-L-008215-10	NJ Bergen County
Schill	Lisa	Schill, Lisa v. Bayer et al.	BER-L-009113-11	NJ Bergen County
Schmalbach	Lisa	Schmalbach, Lisa v. Bayer et al.	BER-L-009936-10	NJ Bergen County
Schmerler	Sarah	Schmerler, Sarah v. Bayer et al.	BER-L-007054-10	NJ Bergen County
Schneider	Lori	Schneider, Lori v. Bayer et al.	BER-L-002479-11	NJ Bergen County
Schotch	Amy	Schotch, Amy v. Bayer et al.	BER-L-003638-10	NJ Bergen County
Schweitzer	Karen	Schweitzer, Karen v. Bayer et al.	BER-L-011794-10	NJ Bergen County
Schwontkowski	Allison	Schwontkowski, Allison v. Bayer et al.	BER-L-002075-11	NJ Bergen County
Sell	Kara	Sell, Kara v. Bayer et al.	BER-L-009741-10	NJ Bergen County
Sellers	Shana	Sellers, Shana v. Bayer et al.	BER-L-003605-10	NJ Bergen County
Shannon	Krystal	Shannon, Krystal v. Bayer et al.	BER-L-006768-10	NJ Bergen County
Shapiro	Dana	Shapiro, Dana v. Bayer et al.	BER-L-004073-10	NJ Bergen County

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Shemeley	Kristy	Shemeley, Kristy v. Bayer et al.	BER-L-003734-10	NJ Bergen County
Sherman	Kasey	Sherman, Kasey v. Bayer et al.	BER-L-009500-10	NJ Bergen County
Shiffer	Tausha	Shiffer, Tausha v. Bayer et al.	BER-L-003635-10	NJ Bergen County
Shrimpton	Amber	Shrimpton, Amber Nicole v. Bayer et al.	BER-L-003678-10	NJ Bergen County
Shufon	Melissa	Shufon, Melissa v. Bayer et al.	BER-L-009498-10	NJ Bergen County
Shyam	Manju	Manju, Shyam v. Bayer et al.	BER-L-003026-12	NJ Bergen County
Sicari	Catherine	Sicari, Catherine v. Bayer et al.	BER-L-007078-11	NJ Bergen County
Simmins	Rebecca	Simmins, Rebecca v. Bayer et al.	BER-L-002110-11	NJ Bergen County
Simon	Alexandra	Simon, Alexandra v. Bayer et al.	BER-L-009110-11	NJ Bergen County
Sitar	Amber Rae	Sitar, Amber Rae v. Bayer et al.	BER-L-003677-10	NJ Bergen County
Sklencar	Rhnea	Sklencar, Jane and Thomas M. Sklencar, both Individually and on Behalf of the Estate of Rhnea Ann Sklencar v. Bayer et al.	BER-L-006795-11	NJ Bergen County
Skuderin	Crystal	Skuderin, Crystal v. Bayer et al.	BER-L-003772-10	NJ Bergen County
Slater	Lizbeth	Slater, Lizbeth v. Bayer et al.	BER-L-009484-10	NJ Bergen County
Slaughter	Brittany	Slaughter, Brittany v. Bayer et al.	BER-L-009850-10	NJ Bergen County
Sleeper	Debbie	Sleeper, Debbie v. Bayer et al.	BER-L-003803-10	NJ Bergen County
Slocum	Lacy	Slocum, Lacy v. Bayer et al.	BER-L-007401-10	NJ Bergen County
Slone	Pamela	Slone, Pamela v. Bayer et al.	BER-L-003669-10	NJ Bergen County
Smeltzer	Sarah	Smeltzer, Sarah v. Bayer et al.	BER-L-003747-10	NJ Bergen County
Smith	Glenda	Smith, Glenda v. Bayer et al.	BER-L-006582-10	NJ Bergen County
Smith	Esperhonda	Smith, Esperhonda v. Bayer et al.	BER-L-010928-10	NJ Bergen County
Smith	Candace	Smith, Candace (NJ) v. Bayer et al.	BER-L-010916-10	NJ Bergen County
Smith	Jill	Smith, Jill v. Bayer et al.	BER-L-010157-11	NJ Bergen County
Smith	Tara	Smith, Tara v. Bayer et al.	BER-L-007192-11	NJ Bergen County
Smith	Julie	Smith, Julie (NJ) v. Bayer et al.	BER-L-006498-10	NJ Bergen County
Smith	Joelle	Smith, Joelle v. Bayer et al.	BER-L-003722-10	NJ Bergen County
Smith	Patti	Smith, Patti v. Bayer et al.	BER-L-009473-10	NJ Bergen County
Snyder	Sarah	Snyder, Sarah v. Bayer et al.	BER-L-009497-10	NJ Bergen County
Solomon	Jenny	Solomon, Jenny v. Bayer et al.	BER-L-002499-11	NJ Bergen County
Sommers	Rochelle	Sommers, Rochelle v. Bayer et al.	BER-L-007198-11	NJ Bergen County
Spence	Christine	Spence, Christine v. Bayer et al.	BER-L-009000-10	NJ Bergen County
Spizuoco	Tabitha	Spizuoco, Tabitha v. Bayer et al.	BER-L-003642-10	NJ Bergen County
Stabelfeldt	Kendra	Stabelfeldt, Kendra v. Bayer et al.	BER-L-003712-10	NJ Bergen County
Stalnaker	Stephanie	Stalnaker, Stephanie v. Bayer et al.	BER-L-009716-10	NJ Bergen County
Stanfield	Emily	Stanfield, Emily v. Bayer et al.	BER-L-005585-11	NJ Bergen County
Stanley	Sophia	Stanley, Sophia Loren v. Bayer et al.	BER-L-003601-10	NJ Bergen County
Steffen	Katelynn	Steffen, Katelynn v. Bayer et al.	BER-L-005668-11	NJ Bergen County
Stevens	Jennifer	Stevens, Jennifer v. Bayer et al.	BER-L-006484-11	NJ Bergen County
Stillwill	Lisa	Stillwill, Lisa (NJ) v. Bayer et al.	BER-L-011758-10	NJ Bergen County
Stith	Sheila	Stith, Sheila v. Bayer et al.	BER-L-011764-10	NJ Bergen County
Strain	Reagan	Strain, Reagan v. Bayer et al.	BER-L-001453-11	NJ Bergen County
Strayhorn	Laurie	Strayhorn, Laurie v. Bayer et al.	BER-L-008254-10	NJ Bergen County
Stringer	Margaret	Stringer, Margaret v. Bayer et al.	BER-L-007742-11	NJ Bergen County
Stromenger	Kristin	Stromenger, Kristin v. Bayer et al.	BER-L-006651-10	NJ Bergen County
Strother	Deborah	Strother, Deborah v. Bayer et al.	BER-L-009409-10	NJ Bergen County
Swanson	Shannon	Swanson, Shannon v. Bayer et al.	BER-L-001545-11	NJ Bergen County

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Swatzell	Ashley	Swatzell, Ashley v. Bayer et al.	BER-L-003574-10	NJ Bergen County
Swatzki	Judith	Swatzki, Judith v. Bayer et al.	BER-L-010030-11	NJ Bergen County
Szabo	Rosalie	Szabo, Rosalie v. Bayer et al.	BER-L-003612-10	NJ Bergen County
Tanner	Lindsay	Tanner, Lindsay v. Bayer et al.	BER-L-001469-11	NJ Bergen County
Tate	Lauren	Tate, Lauren Ashley v. Bayer et al.	BER-L-003680-10	NJ Bergen County
Taylor	Ilaria	Taylor, Ilaria v. Bayer et al.	BER-L-005587-11	NJ Bergen County
Taylor	Jerri	Taylor, Jerri Jordan v. Bayer et al.	BER-L-003728-10	NJ Bergen County
Taylor	Paula	Taylor, Paula v. Bayer et al.	BER-L-009708-10	NJ Bergen County
Taylor	Alisha	Taylor, Alisha et al. v. Bayer et al.	BER-L-004198-10	NJ Bergen County
Taylor	Jillian	Taylor, Jillian v. Bayer et al.	BER-L-009927-10	NJ Bergen County
Telep	Alyssa	Telep, Alyssa v. Bayer et al.	BER-L-010900-10	NJ Bergen County
Terry	Kelly	Terry, Kelly v. Bayer et al.	BER-L-003610-10	NJ Bergen County
Terwilliger	Jody	Terwilliger, Jody v. Bayer et al.	BER-L-003664-10	NJ Bergen County
Teti	Danielle	Teti, Danielle v. Bayer et al.	BER-L-003592-10	NJ Bergen County
Thies	Lauren	Thies, Lauren v. Bayer et al.	BER-L-008320-10	NJ Bergen County
Thomas	Tiffanny	Thomas, Tiffanny v. Bayer et al.	BER-L-003596-10	NJ Bergen County
Thomas	Jacqueline	Thomas, Jacqueline v. Bayer et al.	BER-L-009474-10	NJ Bergen County
Thurston	Jennifer	Thurston, Jennifer v. Bayer et al.	BER-L-000316-12	NJ Bergen County
Tiano	Jessica	Tiano, Jessica v. Bayer et al.	BER-L-007166-11	NJ Bergen County
Todd	Laressa	Todd, Laressa v. Bayer et al.	BER-L-003766-10	NJ Bergen County
Torres	Lisa	Torres, Lisa v. Bayer et al.	BER-L-007186-11	NJ Bergen County
Towne	Savannah	Towne, Savannah v. Bayer et al.	BER-L-003595-10	NJ Bergen County
Trichel	Jennifer	Trichel, Jennifer v. Bayer et al.	BER-L-006483-10	NJ Bergen County
Tronosky	Jacqueline	Tronosky, Jacqueline v. Bayer et al.	BER-L-000450-12	NJ Bergen County
Tucker	Jennifer	Tucker, Jennifer (NJ) v. Bayer et al.	BER-L-007068-11	NJ Bergen County
Tull	Crystal	Tull, Crystal v. Bayer et al.	BER-L-003058-11	NJ Bergen County
Turner	LaTonya	Turner, LaTonya v. Bayer et al.	BER-L-003753-10	NJ Bergen County
Turner	Alisa	Turner, Alisa v. Bayer et al.	BER-L-003860-10	NJ Bergen County
Urey	Rebecca	Urey, Rebecca v. Bayer et al.	BER-L-012216-10	NJ Bergen County
Uribe	Jessica	Uribe, Jessica v. Bayer et al.	BER-L-009874-10	NJ Bergen County
Valle	Myriam	Valle, Myriam v. Bayer et al.	BER-L-006481-11	NJ Bergen County
Vanderford	Dawn	Vanderford, Dawn v. Bayer et al.	BER-L-009047-10	NJ Bergen County
Vansciver	Denise	Vansciver, Denise v. Bayer et al.	BER-L-000258-12	NJ Bergen County
Vargas	Vanessa	Vargas, Vanessa v. Bayer et al.	BER-L-010970-10	NJ Bergen County
Varzea	Alexa	Varzea, Alexa v. Bayer et al.	BER-L-000299-12	NJ Bergen County
Ventura	Brittany	Ventura, Brittany v. Bayer et al.	BER-L-003620-10	NJ Bergen County
Verdone	Maria	Verdone, Maria v. Bayer et al.	BER-L-003842-10	NJ Bergen County
Vides	Cindy	Vides, Cindy v. Bayer et al.	BER-L-009895-10	NJ Bergen County
Vigil	Michelle	Vigil, Michelle v. Bayer et al.	BER-L-009855-10	NJ Bergen County
Villalobos	Jessica	Villalobos, Jessica v. Bayer et al.	BER-L-003649-10	NJ Bergen County
Villanueve	Maria	Villanueve, Maria v. Bayer et al.	BER-L-003656-10	NJ Bergen County
Vincent-Maldonado	Lori	Vincent-Maldonado, Lori v. Bayer et al.	BER-L-008981-10	NJ Bergen County
Vitiello	Stephanie	Vitiello, Stephanie v. Bayer et al.	BER-L-009897-10	NJ Bergen County
Vogelezang	Shannon	Vogelezang, Shannon v. Bayer et al.	BER-L-003852-10	NJ Bergen County
Waldbillig	Kristen	Waldbillig, Kristin v. Bayer et al.	BER-L-003643-10	NJ Bergen County
Waldman	Michelle	Waldman, Michelle v. Bayer et al.	BER-L-009859-10	NJ Bergen County

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Walker	Amy	Walker, Amy v. Bayer et al.	BER-L-012244-10	NJ Bergen County
Wallace	Dawn Marie	Wallace, Dawn Marie v. Bayer et al.	BER-L-003644-10	NJ Bergen County
Walley	Jennifer	Walley, Jennifer v. Bayer et al.	BER-L-002474-11	NJ Bergen County
Walsh	Bethany	Walsh, Bethany v. Bayer et al.	BER-L-008998-10	NJ Bergen County
Ward	Jennifer	Ward, Jennifer v. Bayer et al.	BER-L-001439-11	NJ Bergen County
Ward	Ednalynn	Ward, Ednalynn v. Bayer et al.	BER-L-003768-10	NJ Bergen County
Watkins	Shannon	Watkins, Shannon v. Bayer et al.	BER-L-005638-11	NJ Bergen County
Watts	Ginger	Watts, Ginger v. Bayer et al.	BER-L-001863-11	NJ Bergen County
Weise	Lucy	Weise, Lucy v. Bayer et al.	BER-L-005069-12	NJ Bergen County
Welch	Kendra	Welch, Kendra v. Bayer et al.	BER-L-003868-10	NJ Bergen County
Wempe	Tayler	Wempe, Tayler v. Bayer et al.	BER-L-003750-10	NJ Bergen County
Wensel	Megan	Wensel, Megan v. Bayer et al.	BER-L-002452-11	NJ Bergen County
Wessel	Susannah	Wessel, Susannah v. Bayer et al.	BER-L-000147-12	NJ Bergen County
West	Della	West, Della v. Bayer et al.	BER-L-009860-10	NJ Bergen County
Westgate	Susan	Westgate, Susan v. Bayer et al.	BER-L-000295-12	NJ Bergen County
Wexler	Maria	Wexler, Maria v. Bayer et al.	BER-L-003767-10	NJ Bergen County
Wheeler	Callie	Wheeler, Callie v. Bayer et al.	BER-L-007195-11	NJ Bergen County
Whelan	Jeanmarie	Whelan, Jeanmarie v. Bayer et al.	BER-L-002268-11	NJ Bergen County
White	Ericka	White, Erika v. Bayer et al.	BER-L-003730-10	NJ Bergen County
White	Thithialea	White, Thithialea v. Bayer et al.	BER-L-009483-10	NJ Bergen County
Whitmore	Aletha	Whitmore, Aletha v. Bayer et al.	BER-L-003662-10	NJ Bergen County
Whitt	Kimberly	Whitt, Kimberly v. Bayer et al.	BER-L-003769-10	NJ Bergen County
Wieder	Rachel	Wieder, Rachel v. Bayer et al.	BER-L-001005-12	NJ Bergen County
Williams	Trista	Williams, Trista v. Bayer et al.	BER-L-003822-10	NJ Bergen County
Williams	Kathryn	Williams, Kathryn v. Bayer et al.	BER-L-009073-11	NJ Bergen County
Williams	Shamika	Williams, Shamika v. Bayer et al.	BER-L-009863-10	NJ Bergen County
Williams	Esila	Williams, Esila v. Bayer et al.	BER-L-009506-10	NJ Bergen County
Williams	Jessica	Williams, Jessica v. Bayer et al.	BER-L-006584-10	NJ Bergen County
Williams-Banks	Carolina	Williams-Banks, Carolina v. Bayer et al.	BER-L-001914-11	NJ Bergen County
Wilshusen	Jessica	Wilshusen, Jessica v. Bayer et al.	BER-L-009494-10	NJ Bergen County
Wilson	Erica	Wilson, Erica v. Bayer et al.	BER-L-005083-12	NJ Bergen County
Wilson	Callie	Wilson, Callie v. Bayer et al.	BER-L-008744-11	NJ Bergen County
Wirtanen	Nicole	Wirtanen, Nicole v. Bayer et al.	BER-L-002483-11	NJ Bergen County
Wise	Darla	Wise, Darla v. Bayer et al.	BER-L-003787-10	NJ Bergen County
Withers	Patrice	Withers, Patrice v. Bayer et al.	BER-L-010936-10	NJ Bergen County
Witt	Cassie	Witt, Cassie v. Bayer et al.	BER-L-009399-10	NJ Bergen County
Wolf	Leona	Wolf, Leona v. Bayer et al.	BER-L-002421-11	NJ Bergen County
Woods	Tonya	Woods, Tonya v. Bayer et al.	BER-L-003659-10	NJ Bergen County
Woods	Antoinette	Woods, Antoinette v. Bayer et al.	BER-L-007395-10	NJ Bergen County
Woody	Jessica	Woody, Jessica v. Bayer et al.	BER-L-011743-10	NJ Bergen County
Worden	Melodie	Worden, Melodie v. Bayer et al.	BER-L-008279-11	NJ Bergen County
Wright	Christina	Wright, Christina v. Bayer et al.	BER-L-008250-10	NJ Bergen County
Wright	Tanika	Wright, Tanika v. Bayer et al.	BER-L-009721-10	NJ Bergen County
Wright	Catherine	Wright, Catherine v. Bayer et al.	BER-L-010364-10	NJ Bergen County
Yokomizo	Tarynn	Yokomizo, Tarynn v. Bayer et al.	BER-L-008736-11	NJ Bergen County
Young	Christina	Young, Christina v. Bayer et al.	BER-L-004101-10	NJ Bergen County
Yusuff	Nafeesat	Yusuff, Nafeesat v. Bayer et al.	BER-L-007167-11	NJ Bergen County
Zambito	Michelle	Zambito, Michelle v. Bayer et al.	BER-L-003861-10	NJ Bergen County
Zerrlaut-Ebbitt	Kelly	Zerrlaut-Ebbitt, Kelly v. Bayer et al.	BER-L-009361-11	NJ Bergen County
Zimmerman	Vanessa	Zimmerman, Vanessa v. Bayer et al.	BER-L-009421-10	NJ Bergen County

Last Name	First Name	Case Caption	Current Docket #	Current Jurisdiction
Zimmerman-Mapp	Wendy	Zimmerman-Mapp, Wendy v. Bayer et al.	BER-L-003850-10	NJ Bergen County

Exhibit C

(Appendix B-2 to Settlement Agreement)

Y003	NOTICE OF INTENT TO OPT IN FORM

INSTRUCTIONS

THIS FORM APPLIES TO ALL PLAINTIFFS WITH PERSONAL INJURY CLAIMS, FILED AND SERVED ON OR BEFORE MARCH 25, 2013, ALLEGING GALLBLADDER DISEASE AND/OR GALLBLADDER INJURIES PENDING IN STATE AND FEDERAL COURTS, OTHER THAN CASES PENDING IN MDL DOCKET NO. 2100 ("MDL"). THIS FORM ALSO APPLIES TO ALL PLAINTIFFS WITH CASES, FILED AND SERVED ON OR BEFORE MARCH 25, 2013, PENDING IN MDL NO. 2100 WHO ALLEGE A VENOUS THROMBOEMBOLISM (INCLUDING, BUT NOT LIMITED TO, DEEP VEIN THROMBOSIS OR PULMONARY EMBOLISM) OR ARTERIAL THROMBOEMBOLISM (INCLUDING, BUT NOT LIMITED TO, HEART ATTACK OR ARTERIAL THROMBOEMBOLIC STROKE) INJURY IN COMBINATION WITH A GALLBLADDER INJURY.

IF YOU WISH TO PARTICIPATE IN THE GALLBLADDER RESOLUTION PROGRAM (the "Program") AND TO BE POTENTIALLY ELIGIBLE FOR AN AWARD UNDER THE PROGRAM, YOU MUST SUBMIT THIS FORM ON OR BEFORE 11:59 p.m. C.T. ON APRIL 29, 2013 (UNLESS EXTENDED TO A LATER DATE PURSUANT TO THE TERMS OF THE SETTLEMENT AGREEMENT) AS FOLLOWS:

You must submit this Opt-In Form using one of the following methods on or before 11:59 p.m. CT. on April 29, 2013 (unless extended to a later date). Choose only one method for submission.

1. **Online:** Go to www.yazofficialsettlement.com, which is the official website of the Claims Administrator, and follow the instructions provided there. The date of submission will be the date the form is provided online; **OR**

2. **By Email:** Email it to each of the following. The date of submission will be the date of your email;
   (a) The Claims Administrator at OptInOptOutNotice@yazofficialsettlement.com;
   (b) BHCP's Counsel at OptInOptOutNotice@shb.com; and
   (c) NPC at YazGBClaimNotice@uselaws.com; **OR**

3. **By United States Mail or Other Carrier:** Send it to each of the following, return receipt requested. The date of submission will be the postmarked date or the date you place this form in the hands of another carrier. If there is no postmark or date present, the Claims Administrator will use the date it receives the form as the applicable date:

Claims Administrator:	**BHCP's Counsel:**	**NPC:**
Yaz Settlement Claims Administrator BrownGreer PLC P.O. Box 85006 Richmond, VA 23285-5006	Jeff Fields Shook, Hardy & Bacon L.L.P. 2555 Grand Blvd. Kansas City, MO 64108-2613	Roger C. Denton Schlichter, Bogard & Denton, LLP 100 South Fourth Street, Suite 900 St. Louis, MO 63102

Y003	NOTICE OF INTENT TO OPT IN FORM

BY OPTING IN, PLAINTIFFS WITH OTHER INJURIES IN ADDITION TO GALLBLADDER DISEASE AND/OR GALLBLADDER INJURY UNDERSTAND THAT THEY WILL HAVE TO PROVIDE TO DEFENDANTS A RELEASE OF ALL CLAIMS, INCLUDING THEIR NON-GALLBLADDER INJURIES.

By timely submitting this form, you agree to be bound by the terms of the Settlement Agreement and the jurisdiction of the Special Master and the MDL Court (or the state court in which the case is pending, should the MDL Court lack subject matter jurisdiction) with regard to all matters pertaining to the Settlement Agreement and the Program contained therein. You acknowledge that you will not be eligible for an award unless you also timely submit a completed Claim Package pursuant to the Program. You agree that the Special Master will hear motions to dismiss claims that fail to comply with the Settlement Agreement and make recommendations to the court in which your case is pending. You also agree that appeals of determinations by the claims administrator as to whether a Claimant is entitled to payment and, if so, the amount of that payment, will be resolved by the Special Master and that the Special Master's decisions will be binding on the parties. You acknowledge that the Special Master's rulings on these appeals are separate from recommendations he makes as a Special Master on appointment from the MDL Court or other court. By checking the box below and executing this form, you acknowledge that you have been fully advised of your rights under the Settlement Agreement and elect to participate in the Program.

☐ **I elect to participate in the Gallbladder Resolution Program.**

CLAIMANT INFORMATION (Yaz Product User)			
Claimant Name	Last	First	Middle
Case Number			

ATTORNEY INFORMATION (If Applicable)				
Attorney Name	Last	First	Middle	
Firm Name				
Address	Street			
	City	State	Zip	Country
Telephone Number	(_____) _____-_____	**Facsimile**	(_____) _____-_____	
Email				

SIGNATURE IMPORTANT: The Plaintiff must personally sign. Attorneys may not sign on the Plaintiff's behalf.			
Signature		**Date**	_____/_____/_____ (month) (day) (year)
Printed Name	First	MI	Last

Exhibit D

(Appendix G to Settlement Agreement)

PLAINTIFF(S): **CASE INFORMATION:**

_____ Court: _____

_____

DECLARATION OF COUNSEL

I, _____, hereby certify as follows:

I am an attorney in good standing who is admitted to practice law in the State of _____. The name and address of my law firm are:

_____
Law Firm

_____
Street

_____
City State Zip Code

I submit this Declaration along with the Complaint in the matter captioned _____, filed on _____, in _____ [Court].

I hereby certify that all Plaintiffs named in such Complaint had executed a retainer agreement for legal representation relating to this matter with the undersigned and/or my law firm and/or my co-counsel prior to March 15, 2013.

I certify under penalty of perjury under the laws of _____ [the United States or, if filed in a State Court, the State in which the case has been filed] that the foregoing is true and correct.

_____
Plaintiff's Counsel