| IN RE: YAZ®/YASMIN®/OCELLA® PRODUCT LIABILITY LITIGATION | SUPERIOR COURT OF NEW JERSEY<br>LAW DIVISION: BERGEN COUNTY<br><br>CASE NO. 287 |
|---|---|
| THIS DOCUMENT APPLIES TO ALL CASES | CIVIL ACTION |

FILED

AUG 0 7 2015

BRIAN R. MARTINOTTI, J.S.C.

**CASE MANAGEMENT ORDER NO. 53**

**ATE Settlement Implementation Modification**

The negotiating parties having agreed to a modification of footnotes four and five of the Master Settlement Agreement (MSA) which is attached as Exhibit A to Case Management Order 49, the Court hereby acknowledges the modification which is made a part of the MSA by said further written agreement of the parties and which is attached hereto in three pages containing the relevant signatures.

Accordingly, the Court hereby directs Liaison and Lead Counsel for plaintiffs to distribute this modification to all counsel for dissemination to the plaintiffs in this litigation for their consideration.

**SO ORDERED:**

**Honorable Brian R. Martinotti, JSC**

## MODIFICATION TO ATE MASTER SETTLEMENT AGREEMENT

This Agreement, dated August 6, 2015, shall be a binding modification to the ATE Master Settlement Agreement, dated August 3, 2015 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") (collectively referred to herein as the "Parties") (the "Modification"). Only those terms listed in this Modification shall be changed all other terms of the MSA shall remain in full force and effect.

1) The Parties hereby agree that footnote 4 of the MSA shall be modified and shall read as follows:

> "Any percentage adjustment upward for an enhancement shall be an adjustment based on the Base Point Award to the individual Claimant and shall not be cumulative. Any percentage adjustment downward shall be computed as follows: (a) the first downward adjustment shall be based on the adjusted or gross Point Award after enhancements have been applied, and (b) any subsequent downward adjustment shall be based on the new or adjusted Point Award in order to avoid downward adjustments resulting in zero points and (c) the largest percentage downward adjustment shall be taken first and in descending sequence thereafter."

2) The Parties hereby agree that footnote 5 of the MSA shall be modified and shall read as follows:

> "Risk Factor Reductions are to be applied sequentially, rather than added together and then applied. This means that if more than one applies, they are applied in sequence to reduce the new or adjusted Point Award. For example, apply -75% for illegal drug use, then apply -30% for BMI, rather than adding them together and reducing by 105%."

3) No other changes or modifications to the MSA are being made by this Modification.

IN WITNESS WHEREOF, NPC and BHCP have executed this Modification to the ATE Master Settlement Agreement effective as of the Execution Date.

Bayer HealthCare Pharmaceuticals Inc.

August 6, 2015

Bayer HealthCare Pharmaceuticals Inc.

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Bayer HealthCare Pharmaceuticals Inc.

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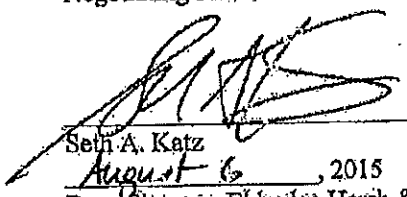
_____, 2015

Bayer HealthCare Pharmaceuticals Inc.

Negotiating Plaintiffs' Counsel



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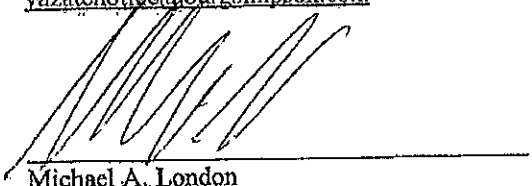

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