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BRIAN R. MARTINOTTI
J.S.C.

KRISTYN ABBALE *Plaintiff(s),* v. BAYER HEALTHCARE PHARMACEUTICALS, INC., ET AL. *Defendants.*	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: BERGEN COUNTY DOCKET NUMBER: BER-L-447-12 CIVIL ACTION IN RE YAZ®, YASMIN®, OCELLA® LITIGATION, CASE NO. 287
AND RELATED CASES (SEE EXHIBIT A)	**CONSENT ORDER ESTABLISHING A QUALIFIED SETTLEMENT FUND AND APPOINTING A FUND ADMINISTRATOR**

THIS MATTER having been opened to the Court by way of Consent Order, and good cause having been shown;

It is on this 5 day of March, 2014, **ORDERED** that:

1. In order to assist in the administration of the settlement of claims brought by the clients of the Locks Law Firm, LLC ("LLF") (listed in the caption above and in Exhibit A), the LLF Yaz Settlement Fund (the "Fund") shall be established as a Qualified Settlement Fund within the meaning of Treasury Regulation Section 1.468B-1, pursuant to this Court's continuing subject matter jurisdiction over the underlying matters and consistent with Treas. Reg. Section 1.468B-1(c)(1). All settlements reached by and between (a) Plaintiffs in state or federal litigation who are represented by LLF and (b) Defendants shall be paid in the Fund.

2. The Garretson Firm Resolution Group, Inc. d/b/a Garretson Resolution Group (the "Fund Administrator") is appointed as the administrator pursuant to the terms, conditions and restrictions in the escrow agreement to be executed by and between the Fund Administrator and LLF (the "Escrow Agreement"). The Fund Administrator is hereby given the authority to conduct any and all activities necessary to administer this Fund as described in this Consent Order and the Escrow Agreement.

3. The Fund Administrator is authorized to effect qualified assignments of any resulting structured settlement liability within the meaning of Section 130(c) of the Internal Revenue Code to the qualified assignee.

4. The Fund Administrator is authorized to distribute all attorney fees and expenses to counsel for those Plaintiffs listed in the caption above and in Exhibit A, as well as the attorney fees and expenses for Plaintiffs who are represented by LLF in future settlements, consistent with their contingency fee contracts.

5. The Fund shall be held at PNC Bank (the "Bank"), a financial institution doing business in Philadelphia, Pennsylvania, according to the terms, conditions and restrictions of this Order and the Escrow Agreement.

6. The Plaintiffs request that no bond be required, provided that all monies received by the Fund, which include all principal and interest earned thereon, shall be deposited by the Fund Administrator in an investment agency account held in custody at PNC Bank ("Bank"), a financial institution doing business in Philadelphia, Pennsylvania, for the benefit of and titled in the legal name of the Fund and invested in instruments/securities comprised of (a) United States Agency, Government Sponsored Enterprises or Treasury securities or obligations (or a mutual fund invested solely in such instruments) (b) cash equivalent securities including SEC registered

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money market funds and collateralized money market accounts; and (c) non-interest bearing corporate accounts subject to unlimited Federal Depository Insurance Corporation guarantees under recent banking and security regulations, including but not limited to amendments to the Dodd-Frank Wall Street Reform and Consumer Protection Act, Pub. L. No. 111-203 (which provides temporary unlimited deposit insurance coverage for noninterest bearing accounts at FDIC-insured depository institutions), but only for so long as there is unlimited FDIC insurance covering the settlement funds. The Bank shall be responsible for any and all investment related decisions, following the instructions of the Fund Administrator and/or its investment advisor pursuant to these terms and conditions, such that the following investment policy is implemented: (1) safety of principal, (2) zero bank balance exposure; and (3) the use of zero sweep disbursement accounts to ensure funds remain in custodial or fully insured accounts to avoid an impermissible risk of loss should the financial institution holding the funds fail. Notwithstanding the foregoing, the Bank shall not be allowed to distribute any income or principal from the Fund except upon instructions of the Fund Administrator, or, if requested, upon the Order of this Court upon the joint motion of the parties. The Fund Administrator retains the right to remove the Bank, and may designate a replacement bank upon the written consent of the Plaintiffs. In the event of such replacement, the terms and conditions of this Paragraph 6, including without limitation, those addressing bond requirements, investments, and distributions from the Fund, shall apply to any such replacement bank. The Fund Administrator shall not be liable for any losses as a result of investing the Deposit as directed by the Court. Any such losses shall not be recoverable from the parties, and the parties and their counsel shall have no responsibility for the Fund Administrator's performance. Receipt and/or investment of

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the Deposit shall be confirmed to Plaintiffs' Counsel by the Fund Administrator as soon as practicable by account statement or other reasonable method.

7. The Fund Administrator is authorized, upon final distribution of all monies paid into the Fund, to take appropriate steps to wind down the Fund, and thereafter the Fund Administrator is discharged from any further responsibility with respect to the Fund.

HON. BRIAN R. MARTINOTTI, J.S.C.

We hereby consent to the form, substance and entry of this Order.

LOCKS LAW FIRM, LLC
Attorneys for Plaintiff s

By: James J. Pettit

Dated: 2/25/14

DRINKER BIDDLE & REATH LLP
Attorneys for Defendants

By: Susan M. Sharko

Dated: 2/27/14

FP01/7143023.1

EXHIBIT A, RELATED CASES:

1. Angela Anderson-McNair v. Bayer Healthcare Pharmaceuticals, Inc., et al., Docket No. BER-L-444-12

2. Anita Chambers v. Bayer Healthcare Pharmaceuticals, Inc., et al., Docket No. BER-L-4205-10

3. Diana Forman v. Bayer Healthcare Pharmaceuticals, Inc., et al., Docket No. BER-L-432-12

4. Lori Holland v. Bayer Healthcare Pharmaceuticals, Inc., et al., Docket No. BER-L-12273-10

5. Kayla Jaeckel v. Bayer Healthcare Pharmaceuticals, Inc., et al., Docket No. BER-L-9393-12

6. Gail Kennedy v. Bayer Healthcare Pharmaceuticals, Inc., et al., Docket No. BER-L-7681-12

7. Carla Martinez-Delgado v. Bayer Healthcare Pharmaceuticals, Inc., et al., Docket No. BER-L-999-12

8. Carol McPhillips v. Bayer Healthcare Pharmaceuticals, Inc., et al., Docket No. BER-L-5074-12

9. Ashley Ojala v. Bayer Healthcare Pharmaceuticals, Inc., et al., Docket No. BER-L-3433-11

10. Patricia Rabinowitz v. Bayer Healthcare Pharmaceuticals, Inc., et al., Docket No. BER-L-12296-10

11. Christina Pangelinan-Shutt v. Bayer Healthcare Pharmaceuticals, Inc., et al., Docket No. BER-L-7048-11

12. Shaylee Stevenson-Thompson v. Bayer Healthcare Pharmaceuticals, Inc., et al., Docket No. BER-L-10897-10

13. Allison Winchip (Billings) v. Bayer Healthcare Pharmaceuticals, Inc., et al., Docket No. BER-L-7891-11

14. Abbale, Kristyn v. Bayer Healthcare Pharmaceuticals, Inc., et al., Docket No. BER-L-447-12

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