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BRIAN R. MARTINOTTI
J.S.C.

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IN RE YASMIN AND YAZ (DROSPIRENONE) MARKETING, SALES PRACTICES AND RELEVANT PRODUCTS LIABILITY LITIGATION	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: BERGEN COUNTY Case No. 287
Jennifer Baron, Plaintiff vs. BAYER HEALTHCARE PHARMACEUTICALS, INC., ET AL. Defendants.	**CONSENT ORDER ESTABLISHING QUALIFIED SETTLEMENT FUND AND APPOINTING FUND ADMINISTRATOR**
AND RELATED CASES (SEE EXHIBIT I)	

The above matter having come before the Court by way of Consent Order, and for good cause,

It is on this 24 day of September, 2012, ORDERED that:

1. In order to assist in the administration of the settlement of claims brought by the clients of the law firm of Blau Brown & Leonard, LLC ("BBL") (listed in Exhibit I), the BBL Yaz Settlement 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 matter and consistent with Treas. Reg. Section 1.468B-1(c)(1). All settlements reached by and between Plaintiffs in state or federal litigation or Claimants who are represented by BBL and Defendants shall be paid into the BBL Yaz Settlement Fund.

2. The Garretson Firm Resolution Group, Inc. d/b/a Garretson Resolution Group ("GRG") is appointed as Fund Administrator and Trustee pursuant to the terms, conditions and restrictions agreed upon between the parties and said Fund Administrator is given the authority to conduct any and all activities necessary to administer this Fund as described in said Motion.

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 litigation expenses to counsel for those Plaintiffs listed in the Exhibit I, consistent with their existing contingency fee contracts.

5. No bond shall be required, provided that all monies received by the Fund, which includes all principal and interest earned thereon, shall be deposited in an investment agency account held in custody at The PrivateBank and Trust (the "Bank") 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 money market funds and/or 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 Fund shall be held at The PrivateBank and Trust, a financial institution doing business in Chicago, Illinois according to the terms and conditions of this Order, and said financial institution 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 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 shall retain the right to remove the Bank with or without cause, in its sole and absolute discretion. The Fund Administrator may designate a replacement bank upon the written consent of the Plaintiffs and BBL. In the event of such replacement, the terms and conditions of this investment standard, including without limitation, those addressing bond requirements, investments, and distributions from the Fund, shall apply to any such replacement bank.

6. 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 Settlement Fund Administrator is discharged from any further responsibility with respect to the Fund.

Dated 24 Sept, 2012

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

On behalf of Plaintiffs, I hereby consent to the form and entry of this Order.

Dated 9/24, 2012

Shelly A. Lepnard

On behalf of the Defendants, I hereby consent to the form and entry of this Order.

Dated September 24 2012

Susan M. Sharko

EXHIBIT 1

Baron v. Bayer Corporation, et al.
Docket No.: BER-L-7088-11

Edwards, et al. v. Bayer Corporation, et al.
Docket No.: BER-L-10102-11

Gorzo v. Bayer Corporation, et al.
Docket No.: BER-L-10108-11

Manuel v. Bayer Corporation, et al.
Docket No.: BER-L-5606-11

Marroquin, et al. v. Bayer Corporation, et al.
Docket No.: BER-L-6520-10

Prozzo v. Bayer Corporation, et al.
Docket No.: BER-L-7083-11

Young v. Bayer Corporation, et al.
Docket No.: BER-L-7085-11