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

FILED
AUG 0 3 2015
BRIAN R. MARTINOTTI, J.S.C.

CASE MANAGEMENT ORDER NO. 49

ATE Settlement Implementation

This Court is advised that Bayer HealthCare Pharmaceuticals Inc. ("BHCP") and a committee of plaintiffs' counsel appointed by this Court in cooperation with the MDL Court and other state court judges in the Pennsylvania and California coordinated proceedings ("Negotiating Plaintiffs' Counsel" or "NPC") have negotiated a Settlement Agreement ("Agreement") to resolve claims involving alleged arterial thromboembolism ("ATE") injuries. The Agreement is attached as Exhibit A to this Order. The Agreement establishes a voluntary program (the "ATE Resolution Program" or "Program") to settle the claims of Claimants alleging ATE Injuries, as specifically defined in the Agreement, either alone or in combination with some other injury.

I. AUTHORITY OF COURT TO OVERSEE SETTLEMENT

This Court has authority to preside over and manage various aspects of the Agreement and the 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. FILED CASES

Consistent with the terms of the Agreement, Claimants alleging an ATE Injury after use of drospirenone-containing oral contraceptives manufactured by Bayer or manufactured or marketed by Barr Laboratories, Inc. or Teva Pharmaceuticals USA, Inc. (collectively, "DCOCs") with cases pending in any court on or before the Execution Date of the Agreement are eligible to participate in the Program. All Claimants alleging an ATE Injury with cases pending in this Court as of the date of 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 Court (in addition to filing the Order on the general docket for this Court applicable to all cases).

Claimants alleging an ATE injury after use of a DCOC with cases pending on or before the Execution Date of the Agreement who wish to enroll in the Program and be bound by the terms of the Agreement must submit the "Notice of Intent to Opt In Form," attached as Exhibit B to this Order (Appendix B to the Agreement) and available at http://www.ilsd.uscourts.gov/mdl/mdl2100.aspx, **on or before the "Opt-In Deadline" set forth in this Order (and as may be extended as applicable under the terms of the Agreement). Claimants alleging an ATE Injury who timely 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 may be appropriate to the Cure Deadline, both set forth in this Order, to be eligible for an award under the Program.**

Claimants with filed cases who allege an ATE Injury and 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 BHCP for dismissal with prejudice following the Cure Deadline as set forth in the Agreement.

III. UNFILED CLAIMS AND CASES FILED AFTER THE EXECUTION DATE

Claimants who allege an (1) ATE Injury after use of DCOCs, (2) retained counsel on or before the Execution Date of the Agreement, and (3) do not have a case pending in any court on or before the Execution Date of the Agreement (Eligible Unfiled Claimants) are eligible to participate in the Program. Eligible Unfiled Claimants who wish to enroll in the Program and be bound by the terms of the Agreement must submit, on or before the "Opt In Deadline" set forth in this Order (and extended as applicable under the terms of the Agreement), the following:

1. A "Notice of Intent to Opt In Form," attached as Exhibit B to this Order (Appendix B to the Agreement) and available at http://www.ilsd.uscourts.gov/mdl/md12100.aspx;
2. An executed "Release" attached as Exhibit C to this Order (Appendix C-1 to the Agreement) and available at http://www.ilsd.uscourts.gov/mdl/md12100.aspx, or in the event that a Derivative Claim is asserted, an executed "Derivative Release" attached as Exhibit D to this Order (Appendix C-2 to the Agreement) and available at http://www.ilsd.uscourts.gov/mdl/md12100.aspx; and
3. For Eligible Unfiled Claimants not included on the Case Census, a "Declaration of Counsel," attached as Exhibit E to this Order (Appendix D to the Agreement) and available at http://www.ilsd.uscourts.gov/mdl/md12100.aspx, certifying under penalty of perjury that the Eligible Unfiled Claimant (or her personal representative) retained counsel (or his or her law firm) on or before the Execution Date of the Agreement.

Eligible Unfiled Claimants who submit the required documents to become eligible for the Program 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 Program.

Eligible Unfiled Claimants who submit the required documents to become eligible for the Program, but who do not timely submit a complete Claim Package, will not be eligible to receive any compensation under the Program.

IV. KEY SETTLEMENT PROGRAM DEADLINES

Opt In Period: **August 13, 2015 to 11:59 p.m. C.T. on September 12, 2015** **Opt In Deadline:** **11:59 p.m. C.T. on September 12, 2015**	The Claims Administrator will begin taking submission of Opt In materials at www.yazofficialatesettlement.com on August 13, 2015. Within the "Opt In Period," (1) Claimants alleging an ATE Injury with cases pending in any court may elect to participate in the Program by submitting the "Notice of Intent to Opt In Form," and (2) Eligible Unfiled Claimants may elect to participate in the Program by submitting the "Notice of Intent to Opt In Form," "Release" (or "Derivative Release" if a Derivative Claim is asserted), and if not included on the Case Census, a "Declaration of Counsel." If the request is made before the expiration of the "Opt In Deadline," Claimants with both filed cases and unfiled claims shall be entitled to a one-time extension of twenty-one (21) days from the Claims Administrator. A request for an additional extension of fourteen (14) days may be made to the Special Master, which is to be granted only upon a showing of "good cause" as detailed in the Agreement.
Claim Package Deadline: **Thirty (30) days after the later of the date of a Program Participant's Notice of Enrollment Status or decision by the Special Master on the Program Participant's Enrollment Status**	Window of time in which Program Participants may submit Claim Packages seeking an award under the Program. If the request is made before the expiration of the "Claim Package Deadline," Claimants shall be entitled to a one-time extension of twenty-one (21) days from the Claims Administrator. A request for an additional extension of fourteen (14) days may be made to the Special Master, which is to be granted only upon a showing of "good cause" as detailed in the Agreement.
The Cure Deadline: **Thirty (30) days after Notice of Incomplete Claim sent by Claims Administrator**	Date by which a Program Participant must cure deficiencies in her Claim Package.

The Effective Date: **11:59 p.m. C.T. on the 45th day following receipt of the last Claim Package**	Date by which BHCP may exercise its Walk Away Right under the Agreement. If BHCP's Walk Away Right under the Agreement expires without previously having been exercised, this date shall become the Effective Date of the Agreement.

V. FORM SUBMISSION

The "Notice of Intent to Opt In Form" and, as the context requires, Release and Declaration of Counsel must timely be submitted to the Claims Administrator at www.yazofficialatesettlement.com. Any Claimant who is unable to use the online system shall contact the Claims Administrator and the Claims Administrator shall make such accommodations as are necessary to meet the needs of the Claimant and/or Claimant's Counsel.

VI. APPOINTMENT OF SPECIAL MASTER

The Court, by this Order, appoints Randi Ellis, Esq. and Judge Daniel Stack (Ret.) as Special Masters for the purpose of making decisions outlined in the Agreement. Any successor to the initial Special Masters shall fulfill the same functions from and after the date of their succession and shall be bound by the determinations made by their predecessor(s) to date.

SO ORDERED:

Honorable Brian R. Martinotti, JSC

EXHIBIT A

ATE MASTER SETTLEMENT AGREEMENT

This Master Settlement Agreement, dated August 3, 2015 (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") (collectively referred to herein as the "Parties"). BHCP and the NPC have agreed to establish a private settlement program intended to resolve the claims of all persons who are eligible to enroll into the private settlement program, as set forth by the terms of this Agreement.

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 XV below.

RECITALS

A. This Master Settlement Agreement pertains to actions, disputes, and claims asserted against Defendants regarding the use of drospirenone-containing oral contraceptives manufactured by Bayer or manufactured or marketed by Barr Laboratories, Inc. or Teva Pharmaceuticals USA, Inc. (collectively, "DCOCs") in (1) *In Re: Yasmin and YAZ (Drospirenone) Marketing, Sales Practices and Products Liability Litigation, MDL No. 2100* (the "MDL"), a federal multidistrict litigation venued in the United States District Court for the Southern District of Illinois (the "MDL Court"); (2) any other federal court proceedings (the "Other Federal Court Proceedings"); (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 Proceedings") (collectively, the "State Coordinated Courts"); and (4) any and all other state court proceedings (collectively, the "Other State Court Proceedings").

B. NPC, having been duly authorized by the MDL Court and/or the applicable State Coordinated Court, and BHCP have agreed to establish a voluntary and private settlement program to resolve certain Claims (the "ATE Resolution Program" or the "Program"). The terms "Claim" or "Claims", as the context may require, means any actions, disputes, and claims asserted against Defendants, alleging an arterial thromboembolism ("ATE") (either alone or in combination with some other injury) resulting from the use of DCOCs. Claimants with filed cases or unfiled claims may Opt In to the Program pursuant to the terms set forth in this Agreement. Enrollment is not automatic for any Claimant.

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. While not admitting any liability or wrongdoing,

BHCP nonetheless wishes to resolve the Claims subject to this Agreement in order to achieve closure and finality and to avoid the costs, expense, time, efforts and uncertainty inherent in further litigation.

D. This Agreement arises out of the particular facts of the specific Claims and issues involved in the litigation in the MDL Court and State Coordinated Courts. The Parties agree and understand that this Agreement shall not be used, cited, or relied upon in any manner in any unrelated cases or settlements without the express approval of the entire NPC and BHCP.

E. All sums awarded under this Agreement 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. No amounts being paid as part of the Program are being paid on account of punitive or exemplary damages.

BHCP and NPC hereby agree as follows:

Article I. Case Registration

Section 1.01 Registration of All Filed and Unfiled DCOC ATE Injury Claims

The purpose of the registration requirements set forth in this Article are to allow the Parties and the MDL Court and State Coordinated Courts to identify the cases and claims alleging ATE Injury from DCOCs, to create a list of such cases and claims alleging ATE Injury from DCOCs to assist the MDL Court and State Coordinated Courts with effectuating the provisions of this Agreement.

Section 1.02 Case Census CMOs

(A) NPC and BHCP will jointly petition the MDL Court and State Coordinated Courts for a case management order ("CMO"), substantially in the form of Appendix A (as modified in the State Coordinated Courts to conform to state practice), to be entered in each jurisdiction within one (1) day following the Execution Date, requiring any plaintiffs' counsel representing clients ("Claimant's Counsel") with DCOC ATE Injury claims pending in the respective court to identify to the Claims Administrator ***all*** clients with DCOC ATE Injury claims represented by counsel on or before the Execution Date, whether their claims are filed or unfiled, and regardless of whether such claims are eligible for enrollment into the ATE Resolution Program or if Claimant's Counsel intends to enroll the claims of any such clients into the ATE Resolution Program (the "Case Census CMOs"). The Case Census CMOs shall require online submission of claims information in accordance with the instructions of the Claims Administrator at www.yazofficialatesettlement.com for the accurate and efficient transfer of the required information about each Claimant and Claim to the Claims Administrator and from the Claims Administrator to the Parties.

(B) Primary Counsel (as defined in the Case Census CMOs) must make online submission of all information required by the Case Census CMOs by 11:59 p.m. C.T. on August 7, 2015. As set forth in the Case Census CMOs, Primary Counsel must certify, pursuant to 28 U.S.C. § 1746, that the information submitted in response to the Case Census CMOs is true, complete and correct to his or her knowledge, and submission of such information constitutes a representation to the Court that the list of clients with DCOC ATE Injury Claims and information provided therein is true, complete and correct.

(C) The parties agree that the information provided in response to the Case Census CMOs will be based on a good faith belief of all facts then known to Claimant's Counsel, which in some instances may be derived solely from information provided by a Claimant or Claimant representative (if that is the only information in the possession of Claimant's Counsel at that time), as opposed to a good faith belief derived from an independent review of medical records, if medical records in a particular case are not available for review at the time the information in response to the Case Census CMOs must be submitted.

(D) Identification of a Claimant in response to a Case Census CMO does not obligate such Claimant to participate in the ATE Resolution Program. Counsel for each Claimant shall individually evaluate their client's participation in this Program, and shall recommend participation in the Program to all clients for whom they believe participation is appropriate.

(E) Any lawyer with a case pending in the MDL or any State Coordinated Court who fails to fully comply with the Case Census CMOs shall be subject to a Show Cause Order as to why they failed to fully comply with the Court's Orders and why no sanction should be imposed.

Section 1.03 Claims Database

The Claims Administrator will maintain a joint database of all cases filed in any court and all unfiled claims identified pursuant to the Case Census CMOs and in connection with enrollments of Claims in the Program, which database shall be made available only to the MDL Court, the State Coordinated Courts, BHCP and the NPC. The database may include for every registered DCOC ATE Injury claim, *inter alia*, the venue, case number, alleged injury, date of initial alleged injury, DCOC(s) used, the identity of the Primary Counsel responsible for the Claim, and state of Claimant's residence. Counsel representing the same Claimant shall confer and designate one counsel to serve as Primary Counsel for purposes of the Program to minimize the instances of multiple submissions of the same Claimant. Nothing herein prevents either BHCP or the NPC from maintaining their own separate database of all registered plaintiffs and unfiled Claims. The Claims Administrator will consult with BHCP and the NPC regarding the accuracy of the information in the Case Census. Within five (5) days after the Execution Date, BHCP and the NPC will provide the Claims Administrator with lists of all known filed and unfiled DCOC ATE Injury claims.

Article II. Program Enrollment

Section 2.01 Eligible Claimants[1]

(A) Only Eligible Claimants may participate in the Program. "Eligible Claimant" means all Claimants (or their personal representatives) who:

(1) have a case filed, as of the Execution Date, in any court, and allege an ATE Injury after use of a DCOC;

(2) did not have a case pending against Defendants in any court on or before the Execution Date but who (i) allege an ATE Injury after use of a DCOC; (ii) provide a properly executed Release; and (iii) for those Claimants not identified on a Case Census, provide a "Declaration of Counsel" certifying under penalty of perjury that the Eligible Claimant (or her personal representative) signed a retainer agreement with that attorney (or with his or her law firm) on or before the Execution Date; or

(3) are otherwise listed on the Case Census in accordance with Section 1.02 above.

(B) "ATE Injury" means any arterial thromboembolism, including by way of example and without limitation, ischemic strokes, myocardial infarctions, transient ischemic attacks ("TIAs"), and other adverse arterial cardiovascular events, whether or not in the presence of a patent foramen ovale ("PFO") or any other injury or condition.

(C) Those Eligible Claimants who become finally enrolled in the Program pursuant to the provisions of this Article are "Program Participants." To the extent this Agreement refers to a Program Participant's use of a DCOC, where the claim is being brought in a representative capacity by a Program Participant who was not the Product User, such reference shall refer to the Product User.

Section 2.02 Enrollment Procedures for Cases Filed as of the Execution Date

(A) Eligible Claimants who have a case pending in any court in the United States of America as of the Execution Date 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, on or before the Opt In Deadline applicable to the Claimant in the manner set forth in Section 2.06. Submission of the Notice of Intent to Opt In Form is irrevocable and

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[1] Claims involving DCOC ATE Injuries that entered into an agreement in principle to settle with BHCP prior to the Execution Date are ineligible to participate in the Program and are excluded from the denominator described in Section 3.02(C).

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 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 becoming a Program Participant.

Section 2.03 Enrollment Procedures for Unfiled Claims and Cases Filed After the Execution Date.

(A) Eligible Claimants who retained counsel on or before the Execution Date but did not have a case pending in any court as of the Execution Date (even if a case is subsequently filed after the Execution Date) are deemed "Eligible Unfiled Claimants" and are eligible to participate in the Program Such Eligible Unfiled Claimants who wish to enroll in the Program and be bound by the terms of this Agreement must, on or before the Opt In Deadline applicable to the Claimant in the manner set forth in Section 2.06, submit the following:

(1) A Notice of Intent to Opt In Form, contained in Appendix B. Submission of the Notice of Intent to Opt In Form is irrevocable and shall bind the Eligible Unfiled 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 for all matters and decisions relative to this Agreement;

(2) An executed Release contained in Appendix C-1, or in the event any Person asserts a Derivative Claim, an executed Release contained in Appendix C-2, executed by the Eligible Unfiled Claimant and by the Person who asserts the Derivative Claim; and

(3) For Eligible Unfiled Claimants not identified on the Case Census, a Declaration of Counsel, contained in Appendix D, certifying under penalty of perjury that the Eligible Unfiled Claimant (or her personal representative) signed a retainer agreement with that attorney (or with his or her law firm) on or before the Execution Date.

(B) Special Master Ellis shall conduct a review of all Declarations of Counsel submitted pursuant to Paragraph (A)(3), including an in camera review of all retainer agreements from Claimant's Counsel and any other supporting documentation related thereto and, if deemed appropriate, telephonic and/or in person meetings with Claimant and/or Claimant's Counsel. If the Special Master finds evidence of deception, dishonesty or fraud, the

penalties may include (i) denial of the Program Participant's Claim, (ii) the costs and expenses of the Special Master and any incurred by BHCP and/or the NPC; and (iii) any other sanctions the Special Master and MDL Court deems appropriate. The Special Master's finding will be final and non-appealable.

(C) Failure to timely submit a Notice of Intent to Opt In Form, Release and, if required, a Declaration of Counsel will bar such an Eligible Unfiled Claimant from becoming a Program Participant.

Section 2.04 Submission of Notice of Intent to Opt In Forms, Releases and Declarations of Counsel

The Notice of Intent to Opt In Form and, as the context requires, Release and Declaration of Counsel must be timely submitted to the Claims Administrator using the online system made available by the Claims Administrator at www.yazofficialatesettlement.com. Any Claimant or Claimant's Counsel who is unable to use the online system shall contact the Claims Administrator and the Claims Administrator shall make such accommodations as are necessary to meet the needs of the Claimant and/or Claimant's Counsel.

Section 2.05 Implementing Case Management Orders

(A) No later than one (1) day after the Execution Date, NPC and BHCP, jointly, shall petition the MDL Court and each of the State Coordinated Courts for (i) a CMO to implement certain deadlines and other provisions of this Agreement and to provide notice of this Agreement, in the form attached hereto as Appendix E ("Implementing CMO"), as modified in the state courts to conform to state practice; (ii) a CMO to address the resolution of all ATE cases that do not participate in the Program, in the form attached hereto as Appendix F ("Non-Participating ATE CMO"), as modified in the state courts to conform to state practice; and (iii) a CMO to address the resolution of all other remaining non-ATE cases, in the form attached hereto as Appendix G ("Non-ATE Resolution CMO"), as modified in the state courts to conform to state practice.

(B) In the event that any of the agreed upon Implementing CMOs, Non-Participating ATE CMOs, or Non-ATE Resolution CMOs are not entered in the MDL, or any one of the State Coordinated Courts, BHCP and/or NPC will have the right to terminate this Agreement. If BHCP exercises this right, the settlement will be deemed void and any orders entered in connection with the settlement (*e.g.*, Implementing CMO, Non-Participating ATE CMO, Non-ATE Resolution CMO, etc.) shall be vacated by agreed motion to the Court entering it.

(C) On the same date that the MDL Court posts on the CM/ECF system the Implementing CMO together with the Agreement, 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. BHCP and NPC agree to cooperate to identify any pro se Claimants.

Section 2.06 Opt In Deadlines

(A) The Claims Administrator will begin taking submission of Opt In materials pursuant to Section 2.04 on August 13, 2015. Each Eligible Claimant who wishes to participate in the Program must file the Notice of Intent to Opt In Form by 11:59 p.m. C.T. on September 12, 2015 (the "Opt In Deadline"). Eligible Unfiled Claimants must also submit a Release, and if not identified on a Case Census, a Declaration of Counsel pursuant to Section 2.03(A) by the Opt In Deadline.

(B) An Eligible Claimant who wishes to participate in the Program shall be entitled to obtain as of right a one-time extension of twenty-one (21) days granted by the Claims Administrator, if the request is made to the Claims Administrator before the Opt In Deadline. Claimant's Counsel representing an Eligible Unfiled Claimant who was not identified in a Case Census must provide the Declaration of Counsel described in Section 2.03(A)(3) in order to receive such extension.

(C) Following the extension as of right referenced in Paragraph (B), an Eligible Claimant shall have the ability to request from Special Master Ellis an additional extension of up to fourteen (14) days. This request for a second extension must be made to the Claims Administrator on or before the expiration of the deadline of the one-time extension as of right referenced in Paragraph (B).

(D) The decision whether to grant an additional extension of up to fourteen (14) days shall be made by Special Master Ellis within five (5) days after the date of the request and shall be communicated by the Special Master to the Claims Administrator. The Claims Administrator shall notify the Eligible Claimant and the Parties of the decision. The Special Master's decision shall be final and binding.

(E) Should the Special Master grant the request for an extension, the Notice of Intent to Opt In Form (and, if required, Release) shall be submitted to the Claims Administrator no later than fourteen (14) days from the Special Master's ruling. This date is the "Final Opt In Date" for the applicable

Eligible Claimant under the Agreement. The Claims Administrator shall track Eligible Claimant's precise Final Opt In Date and make such information available to the Parties.

(F) Should the Special Master deny the request for an additional extension, said Eligible Claimant's Notice of Intent to Opt In Form (and, if required, Release) shall be submitted to the Claims Administrator within forty-eight (48) hours of receipt of notice that the requested extension has been denied. Such date shall be the Final Opt In Date for the applicable Eligible Claimant under the Agreement.

Section 2.07 Notification of Enrollment Status and Program Participation

(A) The Claims Administrator will provide notice to Primary Counsel of all Eligible Claimants of their "Enrollment Status," meaning their status as either a Program Participant or Unenrolled Claimant (as defined in Paragraph (B) below), on a rolling basis and no later than five (5) days after the Final Opt In Deadline applicable to the Claimant ("Notice of Enrollment Status").

(B) An "Unenrolled Claimant" is an Eligible Claimant with a case filed in any court as of the Execution Date who fails to submit a complete and timely Notice of Intent to Opt In Form. Unenrolled Claimants further include Eligible Unfiled Claimants who fail to submit a complete and timely Notice of Intent to Opt In Form, Release or, if required, Declaration of Counsel.

(C) After receiving his or her Notice of Enrollment Status, an Eligible Claimant may seek reconsideration by Special Master Ellis of his or her status as an Unenrolled Claimant by request to the Claims Administrator. Eligible Claimants may submit Opt In package documentation or other additional materials in connection with such a reconsideration request within five (5) days of the date of their Notice of Enrollment Status. Reconsideration requests will be granted only upon showing of good cause. The Special Master will decide the request within five (5) days after the date of the request and communicate such decision to the Claims Administrator. The Special Master shall be given the authority to conduct any investigation or evaluation he or she deems just and appropriate as long as completed in the time-frame set out herein. The Claims Administrator shall notify the Eligible Claimant of the decision. The Special Master's decision regarding Enrollment Status is binding and non-appealable.

Section 2.08 Program Participation is Exclusive and Irrevocable

By enrolling pursuant to Sections 2.02 and 2.03, all enrolled Program Participants shall be deemed to have agreed to be bound by all of the terms and conditions of

this Agreement. A Program Participant may only pursue his or her claim in the Program and may not pursue his or her claim in any other court of law or other proceeding. In no event may Claimants whose cases are dismissed in connection with the ATE Resolution Program resubmit their Claims for enrollment in the Program. No enrolled Program Participant may under any circumstances or reason, regardless of the amount of any individual settlement payment, withdraw an Opt In form, request the return of his or her Release or Stipulation of Dismissal, or otherwise unilaterally exit the Program.

Section 2.09 Provision of Opt In Forms and Declarations of Counsel to BHCP and NPC

The Claims Administrator shall make the Notice of Intent to Opt In Forms and the Declarations of Counsel that it receives pursuant to Sections 2.02 and 2.03 available to BHCP and NPC upon request by either party.

Article III. Walk Away Right

Section 3.01 NPC Efforts

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

Section 3.02 Walk Away Right

(A) BHCP shall have the option, in its sole discretion, to terminate the Program and this Agreement if, but only if, in BHCP's determination, certain thresholds of participation ("Required Participation Thresholds") in the Program are not met, as set forth in Paragraph (B) below (the "Walk Away Right").

(B) BHCP's Walk Away Right may be overcome only if each of the following Required Participation Thresholds is satisfied by the enrollment of Program Participants:

(1) Overall Participation: No less than ninety-seven point five percent (97.5%) of all Eligible Claimants;

(2) Death and Severe Injury Claims: No less than ninety-six percent (96%) of all Eligible Claimants involving death or Severe Injury, as defined in Article XV; and

(3) All Eligible Claimants in cases in federal or state court in which a date certain for trial or for jury selection is identified in a court order, as of the Execution Date.

(C) For purposes of determining whether each of the foregoing Required Participation Thresholds have been met:

(1) The denominator for each respective category set forth in Paragraphs (B)(1)-(2) above will include all Eligible Claimants, except those Eligible Claimants who both (i) experienced a VTE (confirmed by contemporaneous radiological evidence) concurrently with the ATE Injury and (ii) do not Opt In to the Program.

(2) The denominator for the Required Participation Thresholds set forth in Paragraphs (B)(1)-(2) above shall be adjusted for accuracy using the information available from the Case Census, Plaintiff Fact Sheets, Complaints, and/or any other available case information, prior to the determination of whether each of the foregoing Required Participation Thresholds have been met.

(3) The numerator for each respective category set forth in Paragraphs (B)(1)-(2) above will include all Eligible Claimants in each such category who are Program Participants.

(4) NPC and BHCP may review Claim Packages in order to determine whether a Claim involves death or Severe Injury. Within three (3) Business Days following receipt of the last Claim Package pursuant to the deadlines and available extensions in Section 5.02, BHCP and NPC, in cooperation with the Claims Administrator, will exchange lists containing the Eligible Claimants each believes should be included in the Required Participation Threshold calculation referenced in Paragraph (B)(2). In the event that a dispute arises in determining whether a case should be considered a death or Severe Injury for purposes of determining whether the Required Participation Threshold has been satisfied in Paragraph (B)(2), if requested, NPC shall provide BHCP medical records or other information substantiating NPC's position. If the parties are unable to resolve the matter, BHCP and Claimant's Counsel shall submit the issue to Special Master Ellis for resolution. Notwithstanding the deadline in Paragraph (D) below, BHCP shall retain the Walk Away Right until any and all disputes related to Paragraph (B)(2) are finally resolved by the Special Master. The decision of the Special Master will be binding and non-appealable.

(D) BHCP may exercise the Walk Away Right, if available, on or before 11:59 p.m. C.T. on the forty fifth (45th) day following receipt of the last Claim Package pursuant to the deadlines and available extensions in Section 5.02. 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 Coordinated 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 3.03 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 shall promptly be returned to the NPC, the Claimant's Counsel, or the pro se Claimant, as appropriate. Any orders entered in connection with this settlement program (*e.g.*, Implementing CMO, Non-Participating ATE CMO, Non-ATE Case Resolution CMO, etc.) shall be vacated by agreed motion to the Court entering it. BHCP shall be responsible for payment of any Administrative Expenses as set forth in the Agreement incurred through the date the Walk Away Right is exercised.

Article IV. Funding Obligations

Section 4.01 Settlement Funds

(A) Subject to the Walk Away Right, as set forth in Article III, the "Gross Aggregate Settlement Amount" shall be Fifty Six Million Nine Hundred Thousand U.S. Dollars ($56,900,000.00). Under no circumstances shall BHCP or any other Defendant be obligated for the payment of more than the Gross Aggregate Settlement Amount, other than payments to the Claims Administrator and the Special Master, as otherwise dictated by this Agreement. Further, 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. The payment of the Gross Aggregate Settlement Amount shall be made within twenty one (21) days after the Effective Date.

(B) Of the Gross Aggregate Settlement Amount, NPC has determined that $46,900,000.00 should be attributed to make Phase One payments under Article VI. Bayer will deposit this amount (minus 9% that will be deposited into the YAZ/Yasmin Common Benefit Fees Account and 2% that will be deposited into the YAZ/Yasmin Common Benefit Expenses account) into the "Phase One Payments Account" that shall be established as a Qualified Settlement Fund.

(C) Of the Gross Aggregate Settlement Amount, NPC has determined that $10,000,000.00 should be attributed to make Phase Two payments under Article VII. Bayer will deposit this amount (minus 9% that will be deposited into the YAZ/Yasmin Common Benefit Fees Account and 2% that will be deposited into the YAZ/Yasmin Common Benefit Expenses account) into the "Phase Two Payments Account" that shall be established as a Qualified Settlement Fund.

(D) Any term of this Agreement, or of the Qualified Settlement Fund Agreements, to the contrary notwithstanding, in no event shall BHCP, or any other Defendant, have any obligation to make the payments described in Paragraph (B) unless and until (i) the Qualified Settlement Funds 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.

(E) If the Phase One Payments described in Article VI collectively exceed the amount deposited into the Phase One Payments Account as described in Section 4.01(B) above, the Award to each individual Claimant shall be reduced *pro rata*. There shall be no proceeds drawn from the Phase Two Payment Account described in Section 4.01(C) above to pay any Phase One Awards.

(F) Once the Walk Away Right has been extinguished and the Gross Aggregate Settlement Amount has been funded, there shall be no reversion back to BHCP of any portion of the Gross Aggregate Settlement Amount.

Section 4.02 Qualified Settlement Fund

(A) In accordance with the terms of this Agreement, the Settlement Funds shall be deposited into the Qualified Settlement Funds and shall remain the property of the Qualified Settlement Funds. The Settlement Funds within the Qualified Settlement Funds will be held in a fiduciary capacity. The Qualified Settlement Funds shall comply with the Treasury Regulations Section 1.468B-1 *et seq.* regarding taxation and tax reporting obligations. The Qualified Settlement Funds shall be deemed to be in the custody of the MDL Court. The Qualified Settlement Funds 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 Funds 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. Deutsche 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 Funds. 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 Agreements 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 Funds. Said expenses, if any, may be paid out of the funds deposited and held in the Qualified Settlement Funds. BHCP shall in no way be associated with the administration of the Qualified Settlement Funds or be liable with respect to any dispute between or among any Program Participants and their respective counsel with respect to any costs, expenses, legal fees, or litigation costs to be deducted from the Qualified Settlement Funds.

Section 4.03 Tax Treatment of the Qualified Settlement Funds

(A) Treatment. To the fullest extent allowable under applicable law, the Qualified Settlement Funds 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 Funds and the amounts held in the Qualified Settlement Funds including the returns described in Treasury Regulation §1.468B-2(k)(1). 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 Funds shall be paid exclusively out of the Qualified Settlement Funds, 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 Funds, 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 Funds 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 Funds 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 Funds. 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 Funds (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 4.04 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 9.05 below. For avoidance of doubt, BHCP shall not be responsible for paying the fees and expenses incurred by the QSF Administrator.

(B) Within ten (10) 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.

Article V. Claim Package, Review and Payment

Section 5.01 Claim Packages

(A) Claim Packages must be submitted to the Claims Administrator on or before the Claim Package Deadline set forth in Section 5.02(A) using the online system made available by the Claims Administrator at www.vazofficialatesettlement.com. Any Claimant or Claimant's Counsel who is unable to use the online system shall contact the Claims Administrator and the Claims Administrator shall make such accommodations as are necessary to meet the needs of the Claimant and/or Claimant's Counsel.

(B) Derivative Claimants 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.

(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 any Claim Package or any other documentation submitted with any Claim Package from the Claims Administrator.

Section 5.02 Supporting Documentation and Submission Deadlines

(A) Within thirty (30) days after the later of the date of a Program Participant's Notice of Enrollment Status or decision by the Special Master on the Program Participant's Enrollment Status (the "Claim Package Deadline"), each Program Participant shall submit to the Claims Administrator, in the manner described in Section 5.01, a "Claim Package," containing the following information and executed forms:

(1) A Phase One Claim Form, in form to be agreed upon by the NPC and Claims Administrator;

(2) An executed Release contained in Appendix C-1, unless previously provided in the case of an Eligible Unfiled Claimant;

(3) If any Person asserts a Derivative Claim, a Release contained in Appendix C-2 executed by the Program Participant and the Person asserting the Derivative Claim, unless previously provided in the case of an Eligible Unfiled Claimant. For avoidance of doubt, a Release is not required from the spouse of a Program Participant if the spouse does not assert a Derivative Claim;

(4) A signed medical records authorization, identical to that required in CMO 15, entered by Judge David R. Herndon, on October 29, 2012;

(5) Relevant pharmacy and medical records, including:

(a) Full and complete 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");

(b) Full and complete contemporaneous medical records reflecting a diagnosis of ATE Injury after the Program Participant was 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 "Injury Records");

(c) Full and complete hospitalization and/or treatment records showing, at a minimum, the length of hospitalization, the elements of both enhancement and deduction factors identified in accordance with Article VI below and, if available, showing any factors identified in Article VII that can be considered by the Special Master when considering a Phase Two Claim Form or substantiate a Severe Injury as defined in Article XV, if such Phase Two or Severe Injury is claimed; and

(d) Documentation of any entitlement to participate in the Phase Two Payment Program, if applicable.

(e) Records submissions by counsel as part of the claims submission process shall constitute an attestation by counsel that the pharmacy, healthcare provider and/or hospital records provided in Paragraphs (a)-(c) above are full and complete sets of records. Partial records from a pharmacy, healthcare provider and/or hospital (pursuant to Paragraphs (a)-(c) above) will not be acceptable to the Claims Administrator under this Program. The Claims Administrator can audit claims. Evidence of fraud or deceit in a records submission will be referred to the Special Master for appropriate action, including denial of the Claim.

(6) If applicable, the Phase Two Claim Form, in a form to be agreed upon by the NPC and Claims Administrator;

(7) If applicable, a death certificate;

(8) For filed cases, a Stipulation of Dismissal:

(a) MDL Participants must submit an executed stipulation of dismissal in the form contained in Appendix H-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 H-2, H-3 or H-4, as the context requires (each a "State Stipulation of Dismissal"), or in the form otherwise necessary to effectuate dismissal, with prejudice.

(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 Funds Agreement; and

(10) PLRP Lien Election/Participation Form.

(B) All documents identified above shall be held by the Claims Administrator until the Qualified Settlement Funds Administrator has been authorized under the terms of this Agreement to distribute settlement proceeds to that Claimant.

(C) A Program Participant shall be entitled to obtain from the Claims Administrator a one-time extension of right of twenty-one (21) days to meet the requirements of Paragraph (A) herein, if such request is made to the Claims Administrator before the expiration of the 30 day deadline as set forth in Paragraph (A) above.

(D) After the extension of right contained within Paragraph (C) above, a Program Participant shall have the right to request an additional extension of up to fourteen (14) days communicated to the Claims Administrator and granted only upon a showing of good cause by Special Master Ellis. This request for a second extension must be made to the Claims Administrator

on or before the expiration of the deadline of the one-time extension right referenced in Paragraph (C) above.

(E) The decision whether to grant an additional extension shall be made by the Special Master within five (5) days of the date of the request, and shall be communicated to the Claims Administrator. The Claims Administrator shall notify the Program Participant of the decision.

(1) Should the Special Master grant the request for an additional extension, the Claim Package shall be provided within fourteen (14) days after notice of the Special Master's ruling granting a 14-day extension.

(2) Should the Special Master deny the request for an additional extension, the Claim Package shall be provided within forty-eight (48) hours of the date of notice that the requested extension has been denied.

(F) In the event that any Program Participant with a filed case fails to timely submit their Claim Package, fails to seek an extension of time to do so, or fails to meet the extension(s) granted, the Claims Administrator shall so notify the Program Participant, after which BHCP may make a motion before the judge presiding over that pending lawsuit to dismiss the lawsuit with prejudice. It is the expectation of the parties to this Agreement that such a motion will be granted, and the lawsuit will be dismissed with prejudice, absent a showing of good cause that justifies the failure to meet the deadline(s) to submit the Claim Package. All such motions shall be made on at least 14 days notice. The decision of the judge shall be final and binding with no right for appellate review.

(G) Any Program Participant who has not filed a lawsuit and fails to submit their Claim Package, fails to seek an extension of time to do so, or fails to meet the extension(s) granted, will be denied an Award under the Program and the Claims Administrator will provide the Program Participant's Release to BHCP.

(H) Within thirty (30) days after receipt of any elements of a Claim Package from a Program Participant, the Claims Administrator shall notify the Program Participant of any failure to provide a complete Claim Package, the completeness of which shall be determined solely by the Claims Administrator subject to the Parties' audit rights set forth below. If the Claim Package has been found by the Claims Administrator to be complete, the Claims Administrator shall send a notice advising the Program Participant that the Claim Package is complete. If the materials required under Paragraph (A) are not timely provided, the Claims Administrator shall provide the Program Participant with a "Notice of

Incomplete Claim" that specifically identifies the deficiencies, and the Program Participant shall then have thirty (30) days from the date of such notice to make such Claim complete. A Program Participant shall be able to seek from the Special Master an extension not to exceed fourteen (14) days if the Program Participant can establish good cause. Any request for such an extension must be made before the expiration of the Cure Deadline.

(I) Should a Program Participant, after receipt of a Notice of Incomplete Claim pursuant to Paragraph (H) above, fail to timely cure the defects identified in the Notice of Incomplete Claim within 30 days after the date of such Notice (the "Cure Deadline") or within any fourteen (14) day extension that may have been granted pursuant to Paragraph (H) above:

(1) For Program Participants with a filed case, Defendants may make a motion before the judge presiding over that pending lawsuit to dismiss the lawsuit with prejudice. It is the expectation of the Parties to this Agreement that such a motion will be granted, and the lawsuit will be dismissed with prejudice, absent a showing of good cause that justifies the failure to timely cure the defects identified in the Notice of Incomplete Claim. All such motions shall be made on at least fourteen (14) days notice. The decision of the judge shall be final and binding with no right for appellate review.

(2) Any Program Participant who has not filed a lawsuit will be denied an Award under the Program and the Claims Administrator will provide the Program Participant's Release to BHCP.

Section 5.03 Medical Records

(A) Program Participants are responsible for obtaining and submitting to the Claims Administrator the full and complete medical records required for a Claim Package. Program Participants authorize the Claims Administrator (and those employed, or engaged by, the Claims Administrator), NPC, Defendants' counsel, Lien resolution personnel, the Special Master, and the courts to review their medical records and any other records submitted with their Claim Package.

(B) Defendants reserve the right to examine medical records submitted by Program Participants for pharmacovigilance purposes.

Article VI. Adjudication of Phase One Claim Packages[2]

Section 6.01 Categorization of Phase One Claim Packages

(A) Within fifteen (15) days of the determination by the Claims Administrator that a Claim Package is complete in accordance with Section 5.02(H) above, the Claims Administrator shall:

(1) make a determination of which of the following six (6) initial allocation levels of Phase One payment each Program Participant is entitled to payment from and which of the risk factor deductions and enhancement factors apply to each claim based on the following:

INITIAL ALLOCATION LEVEL	INJURY	AGE AT TIME OF INJURY	TREATMENT	BASE POINTS[3]
Level A	Evidence of ATE Injury with no hospital admission (ER only or Doctor Office Visit only) *or* any diagnosis of Transient Ischemic Attack (TIA), with no other ATE Injury, regardless of hospitalization	Any	No hospital admission (ER only or Doctor Office Visit only)	70
Level B	Evidence of ATE Injury excluding TIA	Under 30 years old	Hospital Admission	450
Level C		30-34 years old	Hospital Admission	600

[2] BHCP has not endorsed the valuation process set forth in Articles VI and VII. The allocation of the Gross Aggregate Settlement Amount has been controlled at the discretion of the NPC in consultation with the court-appointed Special Master and the claims administrator who have provided input to the NPC. These allocations should therefore not be considered as an acknowledgement of the values, nor constitute an admission or precedent that such injuries are entitled to such a recovery on the part of Defendants.

[3] It is anticipated that the value of each point will be approximately between $45.00 and $52.00 U.S. dollars, but this is just an estimate and could be lower than this amount. The actual value of each point cannot be determined until after all Claims are reviewed and appeals decided. This estimated amount is the amount before attorneys' fees and expenses (including common benefit fees and expenses).

Level D		35-40 years old	Hospital Admission	1,000
Level E		41-50 years old	Hospital Admission	750
Level F		51+ years old	Hospital Admission	400

RISK FACTOR DEDUCTIONS AND OTHER ADJUSTMENTS[4,5]

Description	Adjustment
BMI at time of injury (30-34.99)	-5%
BMI at time of injury (35-39.99)	-15%
BMI at time of injury(40-49.99)	-30%
BMI at time of injury (50 and above)	-50%
Tobacco-use identified in the records	-25%
Illegal drug use noted in records within one year of injury (other than marijuana)	-75%
Discontinued DCOC use 35-60 days prior to the injury event based on the date of prescription (or record of samples given) and the number of pills[6]	-85%
If the last prescription record or proof of DCOC use record immediately prior to the injury shows that the prescription was filled with or the product used was Gianvi bearing NDC codes: 0093-5661-28 or 0093-5661-58	-95% and Claimant shall be ineligible for Phase Two Award

4 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 Base Point Award 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.

5 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 Base Points. For example, apply -75% for illegal drug use, then apply -30% for BMI, rather than adding them together and reducing by 105%.

6 Stopping DCOC use more than 60 days prior to date of injury based on the date of prescription (or record of samples given) and the number of pills will result in the Claimant not receiving an Award under the Program. Any disputes shall be determined by the Special Master, pursuant to Section 6.03(B). The Special Master's determination shall be binding and non-appealable.

ENHANCEMENTS	
Description	**Adjustment**
Pregnancy with anticoagulant injections following ATE injury	+5% for the first pregnancy and 3% for any subsequent pregnancy
Post injury anticoagulation use of greater than 12 months	+10%
Hospitalization stay of 3-4 days[7]	+5%
Hospitalization stay of 5-7 days	+20%
Hospitalization stay of 8-10 days	+40%
Hospitalization stay of 11+ days	+50%
Surgical procedure due to injury – must be performed during injury hospitalization or within two (2) months (*e.g.*, IVC placement, clot extraction, etc.)	+35% for first procedure; +5% for each additional procedure
Post-injury rehabilitation (*e.g.*, physical, occupational, speech and/or cognitive therapy) 20 visits or fewer	+15%
Post-injury rehabilitation (*e.g.*, physical, occupational, speech and/or cognitive therapy) more than 20 visits	+25%

(2) provide Claimant's Counsel with a "Notice of Claims Administrator's Categorization of Claim", in a form to be agreed upon by the NPC and Claims Administrator, that (a) details the Program Participant's Initial Allocation Level and (b) identifies which deductions and enhancements have been applied to the claim.

(B) The Program Participant, within five (5) days of receipt of Notice of Claims Administrator's Categorization of Claim may appeal such classification by providing a "Notice of Appeal of Categorization Decision of Claims Administrator", in a form to be agreed upon by the NPC and Claims Administrator, to the Special Master, with documentation supporting the appeal, and with a proposed "Special Master Order on Appeal of Categorization of Claim", in a form to be agreed upon by the NPC and Claims Administrator. The Special Master shall rule on the appeal within five (5) days. In the event that the Program Participant requests a telephonic hearing with the Special Master, then it shall occur within that five (5) day period. All determinations on appeals by the Special Master are binding and final.

[7] The day of admission counts as Day 1 of Hospitalization.

(C) After all Phase One and Phase Two payments are complete, and after any reversion of Funds from the Phase Two Account into the Phase One Account, as provided for in Section 7.01(C) herein, any funds remaining in the Phase One Payment Account shall be distributed to the Program Participants receiving a Phase One Award on a *pro rata* distribution based upon their previous Phase One Award.

(D) The Qualified Settlement Fund Administrator for the Phase One Payments Account shall endeavor to make initial Phase One Payments within forty-five (45) days of the Effective Date. No Phase One Payment shall be made until all appeals of all Program Participants' Phase One Payment Applications are completed.

Article VII. Adjudication of Phase Two Claim Packages

Section 7.01 Phase Two Claims

(A) Each Program Participant, at the time of the Claim Package submission, shall designate whether a Phase Two Claim is being made with the Claim Package.

(1) Criteria Entitling One to Make a Phase Two Claim. The following are the criteria entitling a Program Participant to make a Phase Two Claim to the Special Master:

(a) Severe Injury as defined in Article XV herein;

(b) Death as a result of ATE Injury;

(c) Evidence of a PFO[8];

(d) Documented unreimbursed economic damages of a combined $100,000 or more (*e.g.*, lost wages, out-of-pocket medical expenses or other out-of-pocket expenses related to injury, and other expenses related to injury); or

(e) Other: Any Program Participant shall be permitted to submit a Phase Two claim for an extraordinary injury as may be warranted under the circumstances

(2) Fee for Special Master Phase Two Adjudications. All Program Participants who submit a Phase Two Claim Form shall pay the

[8] A DCOC user who alleges ATE Injuries, but who has a PFO and experienced a VTE (confirmed by contemporaneous radiological evidence) concurrently with the ATE Injury shall be deemed to be a VTE case and not subject to the Agreement unless they choose to Opt In. Any dispute concerning whether a case has radiological evidence of a VTE shall be resolved by the Special Master.

fees of the Special Master, at $650.00 per application, which shall be deducted by the Qualified Settlement Fund Administrator for the Phase One Payments Account set up pursuant to Section 4.01(B) herein from the Phase One Payment to be made to that Program Participant and paid directly to the Special Master on behalf of that Program Participant by the Qualified Settlement Fund Administrator.

(B) All Program Participants who submit a Phase Two Claim Form understand that there is no guarantee that they will be awarded anything for their Phase Two claim. Any Award granted for economic loss based on Paragraph (A)(1)(d) above will not be a dollar-for-dollar Award based on the amount of loss.

(C) Once all the Phase Two Claim Forms are evaluated, the Special Master shall issue Phase Two Awards, if any, to those Phase Two applicants who have been approved for supplemental payment Awards. The Special Master shall provide the list of all Phase Two Payment Awards to the Qualified Settlement Fund Administrator for the Phase Two Payments Account set up pursuant to Section 4.01(C) herein and that Qualified Settlement Fund Administrator shall pay all Phase Two Payment Awards within five (5) days of the receipt of such a list from the Special Master, and inform BHCP of the specific Phase Two payments made. Any funds in the Phase Two Payments Account described in Paragraph 4.01(C) above not utilized by the Special Master in making Phase Two Payment Awards, shall revert back to the Phase One Payments Account, for distribution to those Program Participants receiving a Phase One Payment Award on a *pro rata* basis based on the amount of their Phase One Award.

(D) All Phase Two Claim Forms shall be reviewed and determined on a rolling basis but only after the Claimant's Phase One Award has been finalized and is no longer subject to any appeal. Dissatisfaction with a Phase Two Award shall not be grounds under any circumstances to revoke enrollment into this Program. All enrollments are final, binding and irrevocable.

(E) All Phase Two Payment Award decisions by the Special Master are final, binding and non-appealable.

Section 7.02 Process for Dismissal of Cases After Adjudication of Claim Packages

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 after the Claims Administrator provides notice (i) that the Program Participant has received any portion of her Award, or (ii) that the Program Participant is not entitled to an Award, subject to the resolution of any request for reconsideration, and/or appeal, if permitted by this Agreement.

Section 7.03 No Program Participant shall be entitled to any payment, other than in accordance with the terms of Articles VI and VII, 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 VIII. Special Masters

Section 8.01 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 Randi Ellis, Esq. and Judge Daniel Stack (Ret.) as Special Masters for the purpose of making decisions outlined in the Agreement. Any successor to the initial Special Masters shall fulfill the same functions from and after the date of his or her succession and shall be bound by the determinations made by his or her predecessor(s) to date.

Section 8.02 Special Masters' Costs

Except as outlined in the Agreement, BHCP shall pay the Special Masters' reasonable fees and costs.

Article IX. Claims Administrator

Section 9.01 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 succession and shall be bound by the determinations made by the 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 4.04 above, subject to the terms of Section 9.05 below.

Section 9.02 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 M. Schreiner
Shook, Hardy & Bacon L.L.P.
2555 Grand Blvd.
Kansas City, MO 64108-2613
dschreiner@shb.com
Phone: (816) 559-2312

And

Jeffery Fields
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(B) NPC:

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Section 9.03 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. The Claims Administrator may 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:

(1) review and investigate any submissions for deception, dishonesty, or fraud and to take such actions as the Claims Administrator deems necessary to prevent the payment on claims involving deception, dishonesty, or fraud; and

(2) modify and/or supplement the forms required of Claimants 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 any form shall be required to submit the new form.

(E) All information submitted by Claimants to the Claims Administrator will be recorded in a computerized database that will be maintained and secured in accordance with all applicable federal, state and local laws, regulations and guidelines, including, without limitation, HIPAA. The Claims Administrator shall ensure that information is recorded and used properly, that an orderly system of data management and maintenance is adopted, and that the information is retained under responsible custody.

(F) All information submitted by Claimants to the Claims Administrator shall be treated as confidential. The Parties, the applicable courts, the Special Masters, the Claims Administrator, the Lien Resolution Administrator, and such other persons for whom access is determined by the Claims Administrator as necessary for the proper and efficient implementation of this Agreement, and the irrespective agents, representatives, and professionals will have access to all information regarding material submitted by Claimants and generated in connection with the processing of such submissions, solely for the purpose of the implementation of this Agreement. The Claims Administrator shall make such information available to the Parties at such times and in such method as they reasonably require. The Claims Administrator will maintain such information until a reasonable time after the conclusion of the Program at which time it will be destroyed.

Section 9.04 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 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 9.05 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 ATE 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 this Section and which Claim Packages (if any in particular) are to be audited.

(C) With respect to Claim Packages that 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 ATE 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 Paragraphs (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 14.01. 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 Paragraph (D), and any term in this Agreement to the contrary notwithstanding, in the event that the Special Master, on her own or upon request by the Claims Administrator, BHCP, or 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 shall immediately 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 with respect to such Program Participant) and such counsel (if the Special Master makes such determination with respect to 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 and (ii) if applicable, to repay any 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 VI and VII); 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, (iii) referral to the appropriate judge for sanctions and/or disciplinary action, or (iv) 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 X. Dismissals, Disclaimers, and Releases

Section 10.01 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. The binding nature of these decisions is part of the Program and is accepted by Program Participants.

(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 10.02 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, even if new or additional facts are discovered, 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, joint venturers, clinical researchers, contractors and consultants, and all of these individuals and entities, parents and subsidiaries, affiliates, divisions, business units, agents, attorneys, servants, employees, officers and directors, and those who acted in concert with them together with their respective insurers, and each of the predecessors and successors of any of the above.

Article XI. Court Approval and Other Documentation

Section 11.01 Survival and Wrongful Death Claims

If required by applicable state law, a Program Participant's Primary Counsel or a Person authorized by a Program Participant's Primary Counsel will seek court approval of the settlement of the Claim brought on behalf of a decedent or others authorized under applicable state law to advance survival or wrongful death claims. Program Participants' Primary 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 11.02 Claims Involving Legal Incompetents or Minors

If required by applicable state law, a Program Participant's counsel or a Person authorized by a Program Participant's Primary Counsel will seek court approval of the settlement of the case brought on behalf of a legally incapacitated or minor Product User and such Primary 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. Program Participants will be responsible for all associated costs and expenses.

Section 11.03 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 XII. Liens

Section 12.01 Medical Bills, Liens, and Other Potential Rights for Reimbursement

Each Program Participant and her counsel agree that an amount equal to the total determined in accordance with Section 12.01(B)(3)(d) and Section 12.01(C)(2)(b)-(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 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 Persons, as defined by the Release, by all such Payors with regard to the Program Participant.[9] The funds withheld in the Qualified Settlement Fund may be paid from the Qualified Settlement Funds directly to the Governmental and/or Private Payor at the direction of Providio 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,

[9] In the event that Medicare and/or any State Medicaid agency provides a release that does not specifically name the Released Persons, Providio will provide the available release to BHCP and any other available proof to assure that the liens have been fully resolved under this provision so as not to delay disbursement to the Program Participant.

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 Administrator 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 Governmental Payors.

(2) Notice of Settlement. Each Program Participant and her counsel agree to provide BHCP's attorneys, either directly or through the

Lien Resolution Administrator, notice to each Governmental Payor identified pursuant to Paragraph (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 Administrator, to provide written documentation to BHCP's counsel demonstrating that each Governmental Payor identified pursuant to Paragraph (B)(1) either:

(a) holds no interest, including without limitation any Liens or subrogation interests, in the Final Award; or

(b) expressly releases any and all entities from any liability whatsoever for any interest, including without limitation any Liens or subrogation interests, in the Final Award; or

(c) agrees any interest, including without limitation any Liens or subrogation interests, 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 without limitation any Liens or subrogation interests, 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 4.01 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 Private Payors 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. Nothing herein shall be interpreted to create or expand lien recovery rights by Private Payors pursuant to applicable state law or to impose on Program Participants obligations that do not exist under applicable state law or expand those obligations that do exist under applicable state law.

(2) Satisfaction of Private Payors' Interests. Each Program Participant and her counsel agree to comply with the requirements of one of the six 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 Paragraph (B) above with respect to Private Payors identified pursuant to Paragraph (C)(1).

(b) Option 2: If Program Participant and each and every Private Payor identified pursuant to Paragraph (C)(1) participate in the Rawlings Private Lien Resolution Program ("PLRP"), Program Participant and her counsel agree: (1) 17.5% of the gross settlement proceeds shall be withheld in the QSF established pursuant to this Agreement if no Governmental Payors are identified pursuant to Paragraph (B)(1) above; (2) 20% shall be withheld in the Qualified Settlement Fund established pursuant to this Agreement if any Governmental Payors are identified and resolved pursuant to Paragraphs (B)(1) and (B)(3); and (3) the monies withheld will be released only when Program Participant has reached a binding agreement, as set forth in Paragraph (B)(3)(d), with each and every Private Payor and Governmental Payor, when applicable.

(c) Option 3: If a Program Participant participates in the PLRP but at least one of the Private Payors identified pursuant to

Paragraph (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 Paragraph (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 Paragraph (B)(3)(d). If all such Non-Participating Private Payors agree to participate in the PLRP, then the procedures set forth in Paragraph (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 Paragraph (C)(1) is a Non-Participating Private Payor and Providio 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 90 days after generic notice is given unless any Non-Participating Private Payor asserts a right to a portion of the settlement proceeds during these 90 days; and (3) if any Non-Participating Private Payor asserts a right to a portion of the settlement proceeds during these 90 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 Paragraph (B)(3)(d). If all such Non-Participating Private Payors agree to participate in the PLRP, then the procedures set forth in Paragraph (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 Paragraph (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 Paragraph (B)(3)(d).

(f) Option 6: If a Program Participant did not have a Private Payor that paid for her treatment, both Program Participant and her counsel shall provide affidavits, under penalty of perjury, attesting to their respective due diligence to identify any such payments and stating that after due diligence no benefits have been paid. Subject to the obligation to satisfy Governmental Payors set forth in Paragraph (B), the result of submitting such affidavits shall be that the entire amount of the award shall be released upon receipt of the affidavits 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 4.01 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 12.02 Attorney Liens

Each Program Participant and Program Participant's Counsel 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 XIII. Warranty of Capacity to Enter into the Agreement

Section 13.01 NPC

(A) 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.

(B) Nothing in this Agreement obligates any member of the NPC or the Plaintiffs' Steering Committee ("PSC") to take any action to complete the submission of a Claim or any other action pursuant to this Program on behalf of any individual Claimant with whom the member of the NPC or PSC (or his or her law firm) does not have an individual fee agreement or retainer agreement.

(C) It is expressly understood that the PSC and NPC shall not be required to serve in perpetuity and it is contemplated by the MDL Court that the PSC and NPC, upon consummation of the settlement herein and the distribution of a substantial portion of the available settlement funds to the Eligible Claimants and any other related matters, will seek to be disbanded and discharged of further obligations other than possibly administrative and liaison functions as may be required and helpful to the Court.

Section 13.02 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 13.03 Program Participants

(A) By participating in the Program, 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, including Derivative 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 XII 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 Persons or the Qualified Settlement Fund or any portion thereof. Each Program Participant agrees that she will indicate on her Claim Form whether a bankruptcy action is currently pending in which 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 XIV. Miscellaneous

Section 14.01 Notice

(A) Any notice, request, instruction or other document to be delivered pursuant to this Agreement to the Claims Administrator or a Party 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. 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 the Claims Administrator:

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

(2) If to BHCP:

Douglas M. Schreiner
Shook, Hardy & Bacon L.L.P.
2555 Grand Blvd.
Kansas City, MO 64108-2613
dschreiner@shb.com
Phone: (816) 559-2312
Fax: (816) 421-5547

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

(3) 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 Notice of Intent to Opt In Form.

(4) If to the NPC:

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

Michael A. London
Douglas & London, P.C.
59 Maiden Lane, 6th Floor
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@rcrsd.com

and

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

(5) 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 Notice of Intent to Opt In Form.

(B) The Claims Administrator may rely on the contact information last provided by the Program Participant or his or her Primary Counsel to the 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) the Program Participant's Primary 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 posted on the Claims Administrator's online system or 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 14.02 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 14.03 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) Subject to the limitation in Paragraph (C), 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 affect the original intent of NPC and BHCP as closely as possible to the fullest extent permitted by applicable law. Nothing in this Paragraph is intended to, or shall, limit Paragraph (A) or the intended effect of Section 14.02.

(C) The Walk Away Right described in Article III is an inseverable part of this Agreement. If the Walk Away Right is determined or held to be invalid, in whole or part, then the entire Agreement is invalid and terminated and any obligations, including those relating to payment, are extinguished.

Section 14.04 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 14.05 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 14.06 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 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 shall be null and void ab initio.

(B) Without limitation of Paragraph (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 BHCP), any Special Master, or any Claims Administrator to enforce, or otherwise with respect to, this Agreement.

Section 14.07 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 14.08 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 14.09 Confidentiality and Public Communications

This Agreement is not confidential. BHCP and NPC shall cooperate in the public description of this Agreement and the Program established herein and the timing of same.

Section 14.10 Private Agreement

This is a private agreement and not subject to court approval.

Section 14.11 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 14.12 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 14.13 Recitals

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

Article XV. Defined Terms

"Administrative Expenses" has the meaning ascribed thereto in Section 4.04(A).

"Agreement" or "Settlement Agreement" means this Settlement Agreement, including any and all Appendixes and attachments, as the same may be amended or modified from time to time in accordance with the terms hereof.

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

"ATE Injury" has the meaning ascribed thereto in Section 2.01(B).

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

"Award" means compensation paid to Program Participants under the ATE Resolution Program.

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

"Case Census CMOs" has the meaning ascribed thereto in Section 1.02(A).

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

"Claim Form" means either or both of the Forms contained in Appendix H and I 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 5.02(A), submitted to the Claims Administrator for Award consideration under the Program.

"Claim Package Deadline" has the meaning ascribed thereto in Section 5.02(A).

"Claimant(s)" includes all Persons with filed or unfiled Claims.

"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 9.02.

"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 5.02(I).

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

"Declaration of Counsel" means a declaration in the form attached hereto as Appendix D certifying that the Eligible Claimant (or her personal representative) retained an attorney (or his or her law firm) on or before the Execution Date.

"Defendants" means any and all defendants in any case in the MDL, the Other Federal Court Proceedings, the State Court Coordinated Courts, the Other 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, affiliates, divisions, business units, 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 of a Person that derives from the Claim alleged by the Product User, based upon a relationship with the Product User.

"Derivative Claimant" means a Person who asserts a Derivative Claim.

"Effective Date" has the meaning ascribed thereto in Section 3.02(D).

"Eligible Claimant" has the meaning ascribed thereto in Section 2.01(A).

"Eligible Unfiled Claimants" has the meaning ascribed thereto in Section 2.03(A).

"Enrollment Status" has the meaning ascribed thereto in Section 2.07(A).

"Evidence of" means documented in contemporaneous Prescription Records and Injury Records as required pursuant to Section 5.02 of this Agreement.

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

"Expense Report" has the meaning ascribed thereto in Section 4.04(B).

"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 5.02(A)(8)(b).

"Final Award" means the amount of Program Participant's Phase One and/or Phase Two payments.

"Final Opt In Date" has the meaning ascribed thereto in Section 2.06(E).

"Governmental Payors" has the meaning ascribed thereto in Section 12.01(B).

"Gross Aggregate Settlement Amount" has the meaning ascribed thereto in Section 4.01(A).

"Hospital Admission" means an admission to an inpatient facility (not an emergency room or urgent care facility) wherein the patient's length of stay is overnight and typically exceeds 24 hours, and the patient is formally admitted to the facility for inpatient care.

"Hospitalization" shall be defined as health care in which a patient is admitted to a healthcare facility and is provided acute care on an in-patient basis for an ATE Injury. Acute care is given in an institution by specialized personnel using complex and sophisticated technical equipment and materials. Unlike chronic care, acute care normally is necessary for a short time only. Days of hospitalization shall be determined from the Program Participant's medical records and shall be computed by: (1) counting the day of admission as the first day of Hospitalization and the day of discharge as the last day of Hospitalization; (2) aggregating the days of multiple hospital admissions arising from the ATE; and (3) not including days of in-patient rehabilitation, even if occurring at the same facility that provided the acute care for the ATE Injury.

"Implementing CMO" has the meaning ascribed thereto in Section 2.05(A).

"Injury Records" has the meaning ascribed thereto in Section 5.02(A)(5)(b).

"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 Administrator" or "Lien Resolution Firm" means Providio MediSolutions, an entity chosen by the NPC to assist Program Participants in addressing Liens that are or may be asserted by Governmental Payors or Private Payors.

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

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

"MDL Participant" means an Eligible Claimant with a case filed in the MDL that is a Program Participant.

"MDL Stipulation of Dismissal" has the meaning ascribed thereto in Section 5.02(A)(8)(a).

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

"Non-ATE Resolution CMO" has the meaning ascribed thereto in Section 2.05(A).

"Non-Participating ATE CMO" has the meaning ascribed thereto in Section 2.05(A).

"Non-Participating Private Payor" has the meaning ascribed thereto in Section 12.01(C)(2)(c).

"Notice" has the meaning ascribed thereto in Article XIV.

"Notice of Appeal of Categorization Decision of Claims Administrator" has the meaning ascribed thereto in Section 6.01(B).

"Notice of Claims Administrator's Categorization of Claim" has the meaning ascribed thereto in Section 6.01(B).

"Notice of Enrollment Status" has the meaning ascribed thereto in Section 2.07(A).

"Notice of Incomplete Claim" has the meaning ascribed thereto in Section 5.02(H).

"Notice of Intent to Opt In Form" means the Form contained in Appendix B that must be submitted to the Claims Administrator in order to Opt In to the Program.

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

"Opt In" means to voluntarily participate in the Program by timely submitting the Notice of Intent to Opt In Form and, with respect to Eligible Unfiled Claimants, other required materials.

"Opt In Deadline" has the meaning ascribed thereto in Section 2.06(A).

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

"Other State 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.

"PFO" has the meaning ascribed thereto in Section 2.01(B).

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

"PLRP" has the meaning ascribed thereto in Section 12.01(C)(2)(b).

"Prescription Records" has the meaning ascribed thereto in Section 5.02(A)(5)(a).

"Primary Counsel" means the law firm serving as the responsible counsel for a Claimant for purposes of this Agreement. In any instance in which this Agreement requires notice to a Claimant, such notice shall be made upon the Claimant's Primary Counsel. In any instance in which this Master Settlement Agreement requires action by a Claimant, such action shall be taken by the Claimant's Primary Counsel.

"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 12.01(C).

"Product User" means the Person who ingested any DCOC and who claims or is claimed to have experienced an ATE Injury.

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

"Program Participant(s)" means, individually and collectively, each Eligible Claimant who participates in the Program by opting in 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 4.02 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 C-1 or C-2, as applicable.

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

"Required Participation Threshold" has the meaning ascribed thereto in Section 3.02(A).

"Settlement Funds" has the meaning ascribed thereto in Section 4.01.

"Severe Injury" includes, but is not limited to:

A. Major surgical procedures, including but not limited to limb amputation, bowel resection, craniotomy, craniectomy, fasciotomy, and lobectomy;
B. Permanent and significant visual impairment;
C. Permanent inability to perform activities of daily living as defined by the Katz ADL;
D. Permanent and significant sensory, motor, and/or communication disturbances, including but not limited to aphasia, dysarthria, hemiplegia, paraplegia, quadriplegia, and vegetative or similar state;
E. Permanent and significant diminution of baseline IQ; or
F. Inpatient hospitalization in excess of 50 days.

"Signature" means the actual signature by the person whose signature is required on the document, or on behalf of such person by a person authorized by a power of attorney or equivalent document to sign such documents on behalf of such person. Unless otherwise specified in this Settlement Agreement, a document requiring a Signature may be submitted by: (i) an actual original "wet ink" signature on hard copy; (ii) a PDF or other electronic image of an actual signature; or (iii) an electronic signature within the meaning of the Electronic Records and Signatures in Commerce Act, 15 U.S.C. §§7001, et seq., the Uniform Electronic Transactions Act, or their successor acts. Any document requiring execution under this Master Settlement Agreement may be executed by a Signature, except for a Release.

"Smoking" means use of tobacco products (in any form) documented or identified in any medical record or on a Claim Form. E-Cigarettes shall not be included in this definition.

"Special Master" has the meaning ascribed thereto in Section 8.01.

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

"State Participant" means each Eligible Claimant with filed Claims in a state court 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 5.02(A)(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 5.02.

"Surgery" means a non-elective, non-diagnostic procedure involving incision with instruments; performed to repair or treat damaged bodily function or adverse injury related to the event. Excluded from "Surgery" are tests or procedures that are exclusively diagnostic.

"Tax Expenses" has the meaning ascribed thereto in Section 4.03(C).

"Taxes" has the meaning ascribed thereto in Section 4.03(C).

"Unenrolled Claimant" has the meaning ascribed thereto in Section 2.07(B).

"VTE" means a venous thromboembolism, including but not limited to deep vein thrombosis and pulmonary embolism.

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

"Walk Away Right" has the meaning ascribed thereto in Article III.

Article XVI. Appendices

Appendix A	Case Census CMO
Appendix B	Notice of Intent to Opt In Form
Appendix C-1	Release
Appendix C-2	Release Pertaining to Derivative Claims
Appendix D	Declaration of Counsel
Appendix E	Implementing CMO
Appendix F	Non-Participating ATE CMO
Appendix G	Non-ATE Resolution CMO
Appendix H-1	MDL Stipulation of Dismissal
Appendix H-2	State Stipulation of Dismissal (California)
Appendix H-3	State Stipulation of Dismissal (New Jersey)
Appendix H-4	State Stipulation of Dismissal (Pennsylvania)

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

Bayer HealthCare Pharmaceuticals Inc.

Michael McDonald

August 3, 2015

Bayer HealthCare Pharmaceuticals Inc.

Negotiating Plaintiffs' Counsel

_____

Seth A. Katz

_____, 2015

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

_____

Michael A. London

_____, 2015

Douglas & London, P.C.
59 Maiden Lane, 6th Floor
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.

_____

_____, 2015

Bayer HealthCare Pharmaceuticals Inc.

Negotiating Plaintiffs' Counsel

_____

Seth A. Katz
August 3, 2015
Burg Simpson Eldredge Hersh & Jardine, P.C.
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EXHIBIT B

ATE RESOLUTION PROGRAM
NOTICE OF INTENT TO OPT IN FORM

INSTRUCTIONS

THIS FORM APPLIES TO:

1. **Claimants with lawsuits relating to DCOCs pending in any court on August 3, 2015 who allege ATE injuries after the use of drospirenone-containing oral contraceptives manufactured by Bayer or manufactured or marketed by Barr Laboratories, Inc. or Teva Pharmaceuticals USA, Inc. ("DCOCs").**

AND TO:

2. **Claimants without lawsuits relating to DCOCs pending in any court on August 3, 2015 who allege ATE injuries after the use of DCOCs and had retained an attorney or law firm relating to those injuries on or prior to August 3, 2015.**

IF YOU WISH TO PARTICIPATE IN THE ATE RESOLUTION PROGRAM AND TO BE POTENTIALLY ELIGIBLE FOR AN AWARD UNDER THE PROGRAM, YOU MUST, AMONG OTHER THINGS, SUBMIT THIS FORM ON OR BEFORE 11:59 P.M. C.T. ON SEPTEMBER 12, 2015 (UNLESS EXTENDED TO A LATER DATE PURSUANT TO THE TERMS OF THE MASTER SETTLEMENT AGREEMENT), IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED BY THE CLAIMS ADMINISTRATOR. *See* WWW.YAZOFFICIALATESETTLEMENT.COM FOR MORE INFORMATION.

Sample - Not Official Use

ATE Resolution Program
Notice of Intent to Opt In Form

By timely submitting this form, the Claimant or authorized representative of a deceased, incapacitated, or minor DCOC Product User, agrees and acknowledges as follows:

1. I agree to be bound by the terms of the Master Settlement Agreement and the jurisdiction of the Special Master with regard to all matters pertaining to the Master Settlement Agreement and the Program contained therein. The Master Settlement Agreement is available at www.yazofficialatesettlement.com.
2. I acknowledge that I will not be eligible for an award and my case (if one is filed) will be dismissed with prejudice if I do not submit a timely and complete Claim Package.
3. I acknowledge that appeals of determinations by the Claims Administrator as to whether a Claimant is eligible for payment, and the amount of such payment under the terms of the Master Settlement Agreement, will be resolved by the Special Master, and that the Special Master's decisions will be binding on the parties with no right to appeal.
4. I acknowledge that I have been fully advised of my rights under the Master Settlement Agreement and elect to participate in the Program, and that such election is irrevocable.

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

DCOC PRODUCT USER INFORMATION

DCOC User Name	Last	First	Middle
DCOC User Social Security Number	___-___-___		
Case Number and Jurisdiction (if applicable)			
Address	Street		
	City	State / Zip / Country	
Telephone Number (___) ___-___	**Email:** _____		
Alleged ATE Injury (check all that apply)	☐ Ischemic Stroke ☐ Myocardial Infarction ☐ Transient Ischemic Attack ☐ Other Adverse Cardiovascular Event: _____		
Product User Date of Birth (Month, Day, Year) ___/___/___	**Date of Alleged ATE Injury (Month/Day/Year)** ___/___/___		
Date of Alleged First DCOC Product Usage (Month, Day, Year) ___/___/___	**Date of Alleged Last DCOC Product Usage (Month, Day, Year)** ___/___/___	**State of Residence at Time of Injury** _____	

Sample Not for Distribution

ATE RESOLUTION PROGRAM
NOTICE OF INTENT TO OPT IN FORM

NOTICE TO CLAIMANTS WITHOUT LAWSUITS PENDING IN ANY COURT ON AUGUST 3, 2015

Claimants with no lawsuit pending relating to an ATE injury after use of DCOCs in any court on August 3, 2015, must timely submit this Form to participate and be potentially eligible for an award in the Program AND the following:

1. **For Claimants not identified on a Case Census, a Declaration of Counsel contained in Appendix D of the Master Settlement Agreement, to be submitted by Claimant's counsel, certifying that the DCOC Product User (or her personal representative) retained counsel (or his or her law firm) on August 3, 2015 for legal representation relating to an ATE Injury after the use of DCOCs.**

2. **An executed Release contained in Appendix C-1 of the Master Settlement Agreement. In the event any person asserts a Derivative Claim, an executed Release contained in Appendix C-2 of the Master Settlement Agreement executed by the Program Participant and by any person who asserts a Derivative Claim.**

ATTORNEY INFORMATION (If Applicable)

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

CLAIMANT SIGNATURE

IMPORTANT: This form must be signed by Claimant (the DCOC Product User or the authorized representative of a deceased, incapacitated or minor DCOC Product User). Primary Counsel may sign this form on behalf of the Claimant by following the online instructions for electronic signature.

Signature			**Date**	____/____/____ (month) (day) (year)
Printed Name	First	MI	Last	
Signing For:	☐ **Product User**	☐ **Representative Claimant of Deceased, Incapacitated or Minor Product User**		

Sample - Not Active

EXHIBIT C

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 Released Persons (as defined below) 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. Complete and General Release, Covenant Not To Sue and Assignment.

1. **Claimant.** Claimant individually and for the Claimant's heirs, beneficiaries, agents, estate, executors, administrators, personal representatives, successors and assigns, hereby releases and forever discharges, and agrees and covenants 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.,

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(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 Persons and anyone acting on their joint or several behalf in relation to any Settled Claim, as defined below; and

(j) Any of the above individuals and entities, parents and subsidiaries, affiliates, joint ventures, distributors, clinical researches, contractors and consultants, divisions, business units, agents, attorneys, servants, employees, officers and directors, and those who acted in concert with them together with their respective insurers, and each of the predecessors and successors of any of the above.

(k) 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.

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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 Persons 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 Claimant;

(e) Consumer fraud, refunds, unfair business practices, deceptive trade practices, unfair and deceptive acts and practices, fraudulent inducement,

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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 acknowledges that Claimant may hereafter discover facts different from, or in addition to, those which Claimant now knows to be, or believes 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 Persons 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 the 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 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 Claimant's alleged injury from use of DCOCs. 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 the Claimant's alleged use of DCOCs. Claimant 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 Claimant's alleged use of DCOCs. 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 such Claimant, or on such Claimant's behalf, and past, present, or future bills, costs or Liens incurred in connection with the claims asserted by such Claimant related to such Claimant's alleged use of DCOCs. Further, Claimant 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 Administrator or the Private Lien Resolution Program contemplated by this Agreement.

(b) Claimant 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 Claimant or arising thereafter. Specifically, and without limitation, if any governmental entity,

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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 Claimant's alleged use of DCOCs, then the Claimant 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.

2. **Procedure Regarding Payments by Governmental Payors.** With respect to potential payments made on a 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, 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 such Claimant in any way related to such Claimant's alleged use of DCOCs from the time the Claimant alleges she first suffered injury from the alleged use of DCOCs through the Execution Date. Claimant and Claimant's Counsel represent and warrant they will use best efforts and reasonable diligence to identify such Governmental Payors.

(b) **Notice of Settlement**. Claimant and Claimant's Counsel agree to provide BHCP's attorneys, either directly or through the Lien Resolution Administrator, notice to each Governmental Payor identified pursuant to Section II.F.2(a) that: (i) a claim related to the Claimant'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 Claimant's alleged use of DCOCs and the claimed amount of any such interest.

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

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(i) holds no interest, including without limitation any Liens or subrogation interests, in the Final Award; **or**

(ii) expressly releases any and all entities from any liability whatsoever for any interest, including without limitation any Liens or subrogation interests, in the Final Award; **or**

(iii) agrees any interest, including without limitation any Liens or subrogation interests, in the Final Award has been finally and completely satisfied; **or**

(iv) has reached a binding agreement with the 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 Persons to fully and finally resolve any interest, including without limitation any Liens or subrogation interests, in the Final Award.

For the avoidance of doubt, the CONDITION PRECEDENT in this Section is not a CONDITION PRECEDENT to BHCP's funding obligation into the Qualified Settlement Fund under MSA Section 4.01 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 a Claimant'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, 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 Claimant 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 MSA is fully executed. Claimant and Claimant's Counsel represent and warrant they will use best efforts and reasonable diligence to identify such Private Payors.

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(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 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 Rawlings Private Lien Resolution Program ("PLRP"), Claimant and Claimant's Counsel agree: (1) 17.5% of the gross settlement proceeds shall be withheld in the Qualified Settlement Fund established pursuant to the MSA if no Governmental Payors are identified pursuant to Section II.F.2(a) above; (2) 20% shall be withheld in the QSF established pursuant to the MSA if any Governmental Payors are identified and resolved pursuant to Section II.F.2(a) and II.F.2(c); and (3) the monies withheld will be released only when Claimant has reached a binding agreement, as set forth in Paragraph II.F.2(c)(iv), with each and every Private Payor and Governmental Payor, when applicable.

(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 MSA; (2) the 30% shall be released 120 days after 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 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 lien resolution provider provides a "generic notice" to such Non-Participating Private

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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 MSA; (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 MSA; (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 that paid for her treatment, both Claimant and Claimant's Counsel shall provide affidavits, under penalty of perjury, attesting to their respective due diligence to identify any such payments and stating that after due diligence no benefits have been paid. Subject to the obligation to satisfy Governmental Payors set forth in Section II.F.2, the result of submitting such affidavits shall be that the entire amount of the award shall be released upon receipt of the affidavits by the Claims Administrator.

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For the avoidance of doubt, the CONDITION PRECEDENT in this Section is not a CONDITION PRECEDENT to BHCP's funding obligation into the Qualified Settlement Fund under MSA Section 4.01 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 Release of any Final Award as set forth in the MSA 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>Claimants' Eligibility for Medicare</u>.

1. 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:

(a) 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 Health Insurance Claim Numbers (HICN) (if applicable); (3) Claimant's full legal name; and (4) Claimant's date of birth.

(b) By signing this Release, Claimant acknowledges and recognizes that Bayer or its designated agent or the Lien Resolution Administrator has and/or will use the information provided to query the Benefits Coordination & Recovery Center (BCRC) 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 and Claimant's Counsel shall represent and warrant that all legal expenses, bills, costs or contingency fee agreements resulting from or arising out of representation of such Claimant by any attorney in relation to such Claimant's alleged use of DCOCs have been paid or will be paid out of the Final Awards and are the 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 the Claimant's alleged use of DCOCs will be satisfied by such 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 Persons 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 Persons 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 MSA ("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 alleged personal injuries within the meaning of § 104 of the Internal Revenue Code of 1986, as amended, and/or, where applicable, wrongful death. No amounts being paid are being paid on account of punitive or exemplary damages.

3. **Satisfaction of Settled Claims.** This 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 she 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

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claims released hereunder, then Claimant shall pay to the Released Persons, and each of them, proven damages caused to the Released Persons 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 Praecipe 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 Claimant's 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 MSA.

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 her in consideration for this Release, (iii) the relationship of that sum to the merits of her 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 understands the terms of this Release and of the MSA, that she has been represented by her attorneys with regard to the execution of this Release and the MSA, 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 Claimant 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.

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_____

_____ ("Claimant" herein)

Social Security Number: _____

Date: _____

_____

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

Date: _____

STATE OF _____)
) ss:
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing Release, Indemnity, and Assignment, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein expressed.

Witness my hand and official seal on this ____ day of _____, 2015.

_____

Notary Public in and for the state of _____

STATE OF _____)
) ss:
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____, Esq., individually and as authorized agent of _____, known to me to be the person whose name is subscribed to the foregoing Release, Indemnity, and Assignment, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein expressed.

Witness my hand and official seal on this _____ day of _____, 2015.

_____

Notary Public in and for the state of _____

My Commission expires: _____

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EXHIBIT D

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 Released Persons (as defined below) 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. Complete and General Release, Covenant Not To Sue and Assignment.

1. **Claimant.** Claimant, (and/or Other Releasing Persons, as defined below), individually and for such person's heirs, beneficiaries, agents, estate, executors, administrators, personal representatives, successors and assigns, hereby releases and forever discharges, and agrees and covenants 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 limited 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:

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(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 Persons and anyone acting on their joint or several behalf in relation to any Settled Claim, as defined below; and

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(j) Any of the above individuals and entities, parents and subsidiaries, affiliates, joint ventures, distributors, clinical researches, contractors and consultants, divisions, business units, agents, attorneys, servants, employees, officers and directors, and those who acted in concert with them together with their respective insurers, and each of the predecessors and successors of any of the above.

(k) 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 Persons 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 Claimant;

(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 acknowledges that Claimant may hereafter discover facts different from, or in addition to, those which Claimant now knows to be, or believes 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 Persons 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 the 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 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 Claimant's alleged injury from use of DCOCs. 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 the Claimant's alleged use of DCOCs. Claimant 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 Claimant's alleged use of DCOCs. 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 such Claimant, or on such Claimant's behalf, and past, present, or future bills, costs or Liens incurred in connection with the claims asserted by such Claimant related to such Claimant's alleged use of DCOCs. Further, Claimant 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

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the Lien Resolution Administrator or the Private Lien Resolution Program contemplated by this Agreement.

(b) Claimant 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 Claimant 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 Claimant's alleged use of DCOCs, then the Claimant 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.

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 in the Master Settlement Agreement (hereinafter "MSA"), 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 such Claimant in any way related to such Claimant's alleged use of DCOCs from the time the Claimant alleges she first suffered injury from the alleged use of DCOCs through the Execution Date. Claimant and Claimant's Counsel represent and warrant they will use best efforts and reasonable diligence to identify such Governmental Payors.

(b) **Notice of Settlement**. Claimant and Claimant's Counsel agree to provide BHCP's attorneys, either directly or through the Lien Resolution Administrator, notice to each Governmental Payor identified pursuant to Section II.F.2(a) that: (i) a claim related to the Claimant'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 Claimant's alleged use of DCOCs and the claimed amount of any such interest.

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

(i) holds no interest, including without limitation any Liens or subrogation interests, in the Final Award; **or**

(ii) expressly releases any and all entities from any liability whatsoever for any interest, including without limitation any Liens or subrogation interests, in the Final Award; **or**

(iii) agrees any interest, including without limitation any Liens or subrogation interests, in the Final Award has been finally and completely satisfied; **or**

(iv) has reached a binding agreement with the 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 Persons to fully and finally resolve any interest, including without limitation any Liens or subrogation interests, in the Final Award.

For the avoidance of doubt, the CONDITION PRECEDENT in this Section is not a CONDITION PRECEDENT to BHCP's funding obligation into the Qualified Settlement Fund under MSA Section 4.01 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 a Claimant'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, 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 Claimant 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 MSA 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 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 Rawlings Private Lien Resolution Program ("PLRP"), Claimant and Claimant's Counsel agree: (1) 17.5% of the gross settlement proceeds shall be withheld in the Qualified Settlement Fund established pursuant to the MSA if no Governmental Payors are identified pursuant to Section II.F.2(a) above; (2) 20% shall be withheld in the QSF established pursuant to the MSA if any Governmental Payors are identified and resolved pursuant to Section II.F.2(a) and II.F.2(c); and (3) the monies withheld will be released only when Claimant has reached a binding agreement, as set forth in Paragraph II.F.2(c)(iv), with each and every Private Payor and Governmental Payor, when applicable.

(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 MSA; (2) the 30% shall be released 120 days after 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 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.

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(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 lien resolution provider 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 MSA; (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 MSA; (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 that paid for her treatment, both Claimant and Claimant's Counsel shall provide affidavits, under penalty of perjury, attesting to their respective due diligence to identify any such payments and stating that after due diligence no benefits have been paid. Subject to the obligation to satisfy Governmental Payors set forth in Section II.F.2, the result of submitting such affidavits shall be that the entire amount of the award shall be released upon receipt of the affidavits by the Claims Administrator.

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For the avoidance of doubt, the CONDITION PRECEDENT in this Section is not a CONDITION PRECEDENT to BHCP's funding obligation into the Qualified Settlement Fund under MSA Section 4.01 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 Release of any Final Award as set forth in the MSA 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>Claimants' Eligibility for Medicare</u>.

1. 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:

(a) 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 Health Insurance Claim Numbers (HICN) (if applicable); (3) Claimant's full legal name; and (4) Claimant's date of birth.

(b) By signing this Release, Claimant acknowledges and recognizes that Bayer or its designated agent or the Lien Resolution Administrator has and/or will use the information provided to query the Benefits Coordination & Recovery Center (BCRC) 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 shall indemnify, repay and hold harmless the Released Persons for such payment or judgment.

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 Persons 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 Persons 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 MSA ("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 alleged personal injuries within the meaning of § 104 of the Internal Revenue Code of 1986, as amended, and/or, where applicable, wrongful death. No amounts being paid are being paid on account of punitive or exemplary damages.

3. **Satisfaction of Settled Claims.** This 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 Claimant 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 Persons 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 Praecipe 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 Claimant's 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 MSA.

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 Claimant's 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 understands the terms of this Release and of the MSA, that she has been represented by her attorneys with regard to the execution of this Release and the MSA, 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 Claimant 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.

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_____

_____ ("Claimant" herein)

Social Security Number: _____

Date: _____

_____

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

Date: _____

STATE OF _____)
) ss:
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing Release, Indemnity, and Assignment, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein expressed.

Witness my hand and official seal on this _____ day of _____, 2015.

_____

Notary Public in and for the state of _____

STATE OF _____)
) ss:
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____, Esq., individually and as authorized agent of _____, known to me to be the person whose name is subscribed to the foregoing Release, Indemnity, and Assignment, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein expressed.

Witness my hand and official seal on this _____ day of _____, 2015.

_____

Notary Public in and for the state of _____

My Commission expires: _____

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SIGNATURE PAGE AND AGREEMENT BY DERIVATIVE CLAIMANT

I am a person having or asserting the right to sue Bayer and/or Released Persons 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 the terms of the Master 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.

_____

_____ ("Derivative Claimant" herein)

Social Security Number: _____

Date: _____

_____

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

Date: _____

Sample - Not for Approval

STATE OF _____)
) ss:
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing Release, Indemnity, and Assignment, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein expressed.

Witness my hand and official seal on this ____ day of _____, 2015.

_____

Notary Public in and for the state of _____

STATE OF _____)
) ss:
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____, Esq., individually and as authorized agent of _____, known to me to be the person whose name is subscribed to the foregoing Release, Indemnity, and Assignment, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein expressed.

Witness my hand and official seal on this _____ day of _____, 2015.

_____

Notary Public in and for the state of _____

My Commission expires: _____

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EXHIBIT E

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 hereby certify that Claimant _____ retained me for legal representation relating to her alleged ATE injuries after the use of drospirenone-containing oral contraceptives manufactured by Bayer or manufactured or marketed by Barr Laboratories, Inc. or Teva Pharmaceuticals USA, Inc. with the undersigned and/or my law firm and/or my co-counsel on or before August 3, 2015.

Pursuant to 28 U.S.C. § 1746, I certify under penalty of perjury that the foregoing is true and correct.

_____
Claimant's Counsel

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