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BRIAN R. MARTINOTTI, J.S.C.

STARK & STARK
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Attorneys for Plaintiffs

IN RE YAZ®, YASMIN®, OCELLA® LITIGATION	SUPERIOR COURT OF NEW JERSEY LAW DIVISION BERGEN COUNTY
NATALIE BAKER and ROBERT W. BAKER, Plaintiffs, v. BAYER CORPORATION, BAYER HEALTHCARE PHARMACEUTICALS, INC., BAYER HEALTHCARE, LLC, ET AL., Defendants.	DOCKET NO.: BER-L-6493-10(MT) Civil Action IN RE YAZ®, YASMIN®, OCELLA® LITIGATION CASE NO. 287 **CONSENT ORDER ESTABLISHING A QUALIFIED SETTLEMENT FUND AND APPOINTING A FUND ADMINISTRATOR**
AND RELATED CASES (SEE EXHIBIT A)	

THE ABOVE MATTER having come before the Court by way of Consent Order, and for good cause having been shown:

It is on this 7 day of ~~October~~ November, 2012, **ORDERED** that:

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

shall be paid into the Fund.

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

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

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

5. The Fund shall be held at The Northern Trust Company (formerly known as Northern Trust, N.A.) (the "Bank"), a financial institution doing business in Bonita Springs, Florida, according to the terms, conditions and restrictions of this Order and the Escrow Agreement.

6. No bond shall be required, provided that all the monies received by the Fund, which includes all principal and interest earned thereon, shall be deposited in an investment agency account held in custody at the Bank for the benefit of an titled in the legal name of the Fund and invested in instruments/securities comprised of (a) United States Agency, Government sponsored Enterprises or Treasury securities or obligations (or a mutual fund invested solely in such instruments); (b) cash equivalent securities, including SEC registered money market funds and/or collateralized money market accounts; and/or (c) non-interest bearing corporate accounts

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

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

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

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

Martin P. Schrama

Dated: ~~October _____, 2012~~
November 5, 2012

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

Susan M. Sharko

Dated: ~~October _____, 2012~~
11/5/12

EXHIBIT A
Related Cases

Natalie Baker and Robert W. Baker v. Bayer Corporation, et al.
Docket No.: BER-L-6493-10 (MT)

Elizabeth Barranco and Christopher Barranco v. Bayer Corporation, et al.
Docket No.: BER-L-6601-10 (MT)

Tami M. Brown v. Bayer Corporation, et al.
Docket No.: BER-L-6601-10 (MT)

Marlene J. Burk v. Bayer Corporation, et al.
Docket No.: BER-L-3761-10 (MT)

Linda Doherty v. Bayer Corporation, et al.
Docket No.: BER-L-3636-10 (MT)

Andrea Feather and Albert S. Feather v. Bayer Corporation, et al.
Docket No.: BER-L-7053-10 (MT)

Michelle E. Filicetti v. Bayer Corporation, et al.
Docket No.: BER-L-5666-11 (MT)

Katherine Hayner v. Bayer Corporation, et al.
Docket No.: BER-L-6500-10 (MT)

Leslie Ann Hogan v. Bayer Corporation, et al.
Docket No.: BER-L-3630-10 (MT)

Alicia Jensen v. Bayer Corporation, et al.
Docket No.: BER-L-3600-10 (MT)

Olivia John v. Bayer Corporation, et al.
Docket No.: BER-L-7051-10 (MT)

Kathleen A. Kennedy v. Bayer Corporation, et al.
Docket No.: BER-L-3613-10 (MT)

Patricia Lewis v. Bayer Corporation, et al.
Docket No.: BER-L-2190-12 (MT)

Charlotte Neal, Administratrix of the Estate of Monica L. Miller, Deceased v. Bayer Corporation, et al.
Docket No.: BER-L-7512-10 (MT)

EXHIBIT A
Related Cases
(continued)

Nicole Tillman, an Infant, by her Guardian Ad Litem, Renee Kalix, and Renee Kalix, Individually v. Bayer Corporation, et al.
Docket No.: BER-L-4074-10 (MT)

Vanessa Tumminia v. Bayer Corporation, et al.
Docket No.: BER-L-6467-10 (MT)