RHEINGOLD, VALET, RHEINGOLD McCARTNEY & GIUFFRA LLP
113 East 37th Street
New York, New York 10016
Attorneys for Plaintiffs

FILED
MAR 28 2013
BRIAN R. MARMOTTI
J.S.C.

IN RE YAZ®, YASMIN®, OCELLA® LITIGATION

Gayann Baruso,,

Plaintiffs,

v.

BAYER CORPORATION, BAYER HEALTHCARE PHARMACEUTICALS, INC., BAYER HEALTHCARE, LLC, ET AL.,

Defendants.

AND RELATED CASES (SEE EXHIBIT A)

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
BERGEN COUNTY

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

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

It is on this 28 day of March, 2013, **ORDERED** that:

1. In order to assist in the administration of the settlement of claims brought by the clients of the law firm of Rheingold, Valet, Rheingold, McCartney & Giuffra, LLP ("RVRMG") (listed in Exhibit A), the RVRMG 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 RVRMG 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 administrator pursuant to the terms, conditions and restrictions in the escrow agreement executed by and between the Fund Administrator and RVRMG (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.

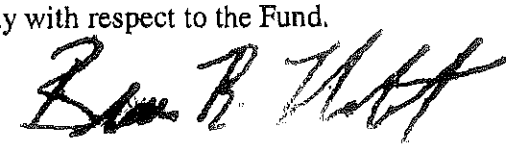
4. The Fund Administrator is authorized to distribute all attorney fees and expenses to counsel for those Plaintiffs listed in Exhibit A, as well as the attorney fees and expenses for Plaintiffs who are represented by RVRMG in future settlements, consistent with their contingency fee contracts.

5. The Fund shall be held at Esquire Bank (the "Bank"), a financial institution doing business in Garden City, New York, according to the terms, conditions and restrictions of this Order and the Escrow Agreement.

6. The Plaintiffs request that no bond be required, provided that all monies received by the Fund, which include all principal and interest earned thereon, shall be deposited by the Fund Administrator in an investment agency account held in custody at Esquire Bank ("Bank"), a financial institution doing business in Garden City, New York, for the benefit of and titled in the legal name of the QSF 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 collateralized money market accounts; and/or (c) deposit and similar interest-bearing, or non-interest bearing accounts subject to Federal Depository Insurance

Corporation protections as available. 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/or (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 QSF except upon instructions of the Fund Administrator, or, if requested, upon the order of this Court upon the joint motion of the parties. The Fund Administrator retains the right to remove the Bank, and may designate a replacement bank, upon the written consent of Plaintiffs' Counsel. 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 QSF—shall apply to any such replacement bank. The Fund Administrator shall not be liable for any losses as a result of investing the Deposit as directed by the Court. Any such losses shall not be recoverable from the parties, and the parties and their counsel shall have no responsibility for the Fund Administrator's performance. Receipt and/or investment of the Deposit shall be confirmed to Plaintiffs' Counsel by the Fund Administrator as soon as practicable by account statement or other reasonable method.

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



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

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

Dated: 03/19, 2013

Paul D. Rheingold

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

Dated: 3-20, 2013

Susan M. Sharko

EXHIBIT A

Related Cases

Gayann Baruso v. Bayer Corporation, et al.
Docket No.: BER-L-003673-12

Priyanka Bhardwaj et al v. *Bayer Corporation, et al.*
Docket No. BER-L-010360-10

Jessica A. Boudah v. *Bayer Corporation, et al.*
Docket No. BER-L-003650-12

Hilary L. Chandler v. *Bayer Corporation, et al.*
Docket No.: BER-L-003056-11

Amanda DiGeorge v. *Bayer Corporation, et al.*
Docket No.: BER-L-007328-12

Kathryn Duncan et al v. *Bayer Corporation, et al.*
Docket No.: BER-L-003440-12

Claudia S. Evaristo v. *Bayer Corporation, et al.*
Docket No.: BER-L-006474-10

Kristin Francisco v. *Bayer Corporation, et al.*
Docket No.: BER-L-005099-12

Felicia N. Graham v. *Bayer Corporation, et al.*
Docket No.: BER-L-002193-12

Darlene K. Hoefel, et al v. *Bayer Corporation, et al.*
Docket No.: BER-L-009079-11

Wendy L. Hummel, et al v. *Bayer Corporation, et al.*
Docket No.: BER-L-006774-12

Nicole Hunn, et. al v. *Bayer Corporation, et al.*
Docket No.: BER-L-003648-10

Trevelle B. Johnson, et v. *Bayer Corporation, et al.*
Docket No.: BER-L-007683-11

Jennifer Kelly, et al v. *Bayer Corporation, et al.*
Docket No.: BER-L-007700-11

Jennifer L. Mackey, et al v. *Bayer Corporation, et al.*
Docket No.: BER-L-005101-12

Brenda R. Mayer v. *Bayer Corporation, et al.*
Docket No.: BER-L-009111-11

Robin J. Zilembo, Administrator of the Estate of Amanda R. Neely, Deceased v. *Bayer Corporation, et al.*
Docket No.: BER-L-006766-10

Aretha J. Olivarez v. *Bayer Corporation, et al.*
Docket No.: BER-L-009030-10

Anna E. Remet v. *Bayer Corporation, et al.*
Docket No.: BER-L-011730-10

Whitney A. Russell v. *Bayer Corporation, et al.*
Docket No.: BER-L-006575-10

Ryan E. Schneider, et al v. *Bayer Corporation, et al.*
Docket No.: BER-L-007679-11

Nadia S. Sheikh v. *Bayer Corporation, et al.*
Docket No.: BER-L-007863-11

Brenda L. Thompson, et al v. *Bayer Corporation, et al.*
Docket No.: BER-L-007686-11

Gloria J. Tropeano et al, v. *Bayer Corporation, et al.*
Docket No.: BER-L-006492-10

Cassandra N. Watts v. *Bayer Corporation, et al.*
Docket No.: BER-L-000139-12

Nikki M. Woloshyn v. v. *Bayer Corporation, et al.*
Docket No.: BER-L-000151-12

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CIVIL DIVISION
MANAGER'S OFFICE

March 14, 2013

VIA FEDERAL EXPRESS

Superior Court of NJ - Bergen County
Civil Division, Room 115
Justice Center, 10 Main Street
Hackensack, NJ 07601

Attention: Michelle Svponder

Re: Yaz, Yasmin, Ocella Litigation
Case No. 287

Dear Ms. Svponder:

Enclosed please find a Consent Order Establishing a Qualified Settlement Fund and Appointing a Fund Administrator for the cases listed in the Exhibit A. Additionally, please find enclosed envelope to return a stamped copy of the signed order to our office.

Please charge the filing fee if any to our firm's collateral account # 142364.

Thank you for your assistance in this matter. Should you have any questions, please feel free to contact our office.

Cordially,

Stella Levin,
Paralegal

/sl
Enclosures