

## **MASTER SETTLEMENT AGREEMENT**

This Master Settlement Agreement, dated February 7, 2014 (the “Execution Date”), is entered into by and between (i) Organon USA, Inc. (“Organon”), and (ii) the plaintiffs’ counsel listed in the signature pages hereto under the heading “Negotiating Plaintiffs’ Counsel” (“NPC”).

All capitalized terms used herein shall have the meanings ascribed to them, respectively, either where they appear in this Agreement set off in parentheses and quotations and underscored, or as set forth in Article XIV.

### **RECITALS**

**A.** This Master Settlement Agreement pertains to (1) *In Re: NuvaRing Products Liability Litigation*, MDL No. 1964 (the “MDL”), a federal multi-district litigation venued in the United States District Court for the Eastern District of Missouri (the “MDL Court”); (2) any other federal court proceedings pertaining to actions, disputes, and claims asserted against Defendants regarding the use of NuvaRing, either pending in that court or awaiting transfer to the MDL (collectively, the “Other Federal Court Proceedings”); (3) *In Re: NuvaRing Litigation*, BER-L-3081-09 (the “New Jersey Coordinated Proceedings”), venued in the New Jersey Superior Court, Law Division, Bergen County (the “New Jersey Coordinated Court”); and (4) any and all other state court proceedings pertaining to actions, disputes, and claims asserted against Defendants regarding the use of NuvaRing (the “Other State Court Proceedings”).

**B.** NPC, having been duly authorized by the MDL Court and the New Jersey Coordinated Court, and Organon have agreed to establish a private settlement program to resolve certain Claims (the “NuvaRing Resolution Program” or the “Program”).

**C.** An opportunity for participation in the NuvaRing Resolution Program is open to Claims in the MDL, in the Other Federal Court Proceedings, in the New Jersey Coordinated Proceedings, and in the Other State Court Proceedings, that were pending in those proceedings on or before the Execution Date, and that involve an Alleged Injury resulting from the use of NuvaRing, as specified in this Agreement.

**D.** With respect to unfiled claims, an opportunity for participation in the Program is also open to any Claimants with Claims that are not pending against Defendants in state or federal court but that involve an Alleged Injury occurring in the United States prior to the Execution Date allegedly resulting from the use of NuvaRing, and who duly execute and serve the Notice of Intent to Opt In Form for Unfiled Claims and Declaration of Counsel in accordance with Section 1.04 of this Agreement.

**E.** Defendants deny any liability or wrongdoing and assert that they have meritorious affirmative defenses to these lawsuits and claims. This Agreement, accordingly, will not be construed as evidence of, or as an admission by Defendants of, any fault, liability, wrongdoing, or damages whatsoever.

**F.** The Parties agree and understand that this Agreement shall not be used, cited, or relied upon in any manner in any future cases or settlements without the express approval of NPC and Organon, other than as necessary to enforce the Agreement.

**G.** 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.

**H.** There is no guarantee that every Person who has made a claim or is the subject of a lawsuit and who is enrolled in the Program will be determined to be eligible to receive compensation under the terms of this Agreement.

Organon and NPC hereby agree as follows:

## **ARTICLE I. PROGRAM ENROLLMENT**

### **Section 1.01 Eligible Enrollees and Program Participants**

- (A) Those Claimants who have the opportunity to be enrolled in the Settlement Program pursuant to the provisions of this Article I are “Eligible Enrollees”.
- (B) Those Claimants who become finally enrolled in the Settlement Program pursuant to the provisions of this Article I and have the opportunity to submit a Claim Package are “Program Participants.” To the extent this Agreement refers to a Program Participant’s use of NuvaRing, where the Claim is being brought in a representative capacity by a Program Participant who was not the NuvaRing user, such reference shall refer to the NuvaRing user.

### **Section 1.02 Enrollment Procedures for Claimants with Cases Pending in Federal or State Court**

- (A) Claimants who, on or prior to the Execution Date, have cases that involve an Alleged Injury resulting from the use of NuvaRing pending in the MDL (“MDL Claimants”), the New Jersey Coordinated Proceedings (“NJ Coordinated Proceeding Claimants”), in federal courts other than the MDL Court, including all cases subject to a Conditional Transfer Order or otherwise awaiting transfer to the MDL (“Other Federal Court Claimants”), or in state courts other than in the New Jersey Coordinated Proceedings (“Other State Court Claimants”) are not automatically enrolled in the Program but may take steps to enroll in the Program. Claimants whose cases have been dismissed with prejudice prior to the Execution Date are not eligible to participate in the Program, unless such cases are pending appeal or subject to a pending motion for reconsideration on the Execution Date. In no event may Claimants whose cases are dismissed in connection with this NuvaRing Resolution Program resubmit their Claims for enrollment in the Program.

- (B) Such MDL Claimants, NJ Coordinated Proceeding Claimants, Other Federal Court Claimants, and Other State Court Claimants who wish to enroll in the Program must submit the “Notice of Intent to Opt In Form for Filed Claims” contained in Appendix A on or before the Opt In Deadline in accordance with the provisions of Section 1.03. Failure to timely submit a Notice of Intent to Opt In Form for Filed Claims in the manner required bars such Claimant from enrollment and potential recovery of an award under the Program.
- (C) Submission of a Notice of Intent to Opt In Form for Filed Claims (i) is irrevocable after the Opt In Deadline applicable to the Claimant; (ii) binds the Claimant submitting the form to the terms and conditions of this Agreement; and (iii) constitutes affirmative acceptance of the jurisdiction of the Special Master and the MDL Court (or of the New Jersey Coordinated Court should the MDL Court lack subject matter jurisdiction) for all matters and decisions relative to this Agreement.
- (D) MDL Claimants, NJ Coordinated Proceeding Claimants, Other Federal Court Claimants, and Other State Court Claimants who properly and timely submit a Notice of Intent to Opt In Form for Filed Claims are enrolled Program Participants, and must submit a Claim Package on or before the Claim Package Deadline.

**Section 1.03 Implementing Case Management Orders and Deadlines for Enrollment by Claimants with Pending Cases**

- (A) NPC and Organon will jointly petition the MDL Court and the New Jersey Coordinated Court for a case management order to implement certain deadlines and other provisions of this Agreement and to provide notice of this Agreement, in the form attached hereto as Appendix B (“Implementing CMO”), as modified in the New Jersey Coordinated Court to conform to state practice.
- (B) The Implementing CMO will also set forth 11:59 p.m. C.T. on the later of the following dates as the time and date by which Eligible Enrollees with cases pending in federal or state court must submit the Notice of Intent to Opt In Form for Filed Claims contained in Appendix A (as applicable, the “Opt In Deadline”): (x) March 10, 2014; or (y) if, on or before March 10, 2014, an Eligible Enrollee provides to the Claims Administrator a reasonable justification for requiring more than a 30-day period to opt in (as determined by the Claims Administrator in good faith) the Opt In Deadline pertaining to that Eligible Enrollee shall be extended to March 25, 2014; or (z) if the Claims Administrator shall determine that, for any reason in its discretion, any Eligible Enrollee needs an additional fifteen (15) days to opt in, the Opt In Deadline applicable to all Eligible Enrollees shall be April 9, 2014. Upon agreement by Organon and the NPC, the Opt In Deadline may be further extended to an agreed-upon date.

- (C) The Notice of Intent to Opt In Form for Filed Claims must timely be submitted in the following manner: Online in accordance with instructions provided by the Claims Administrator. *See* [www.nuvaringofficialsettlement.com](http://www.nuvaringofficialsettlement.com).

#### **Section 1.04 Enrollment Procedures for Qualifying Unfiled Claims**

- (A) Claimants who do not have a case pending against Defendants in state or federal court but who allege an injury resulting from the use of NuvaRing occurring in the United States prior to the Execution Date, and who provide a properly executed and timely Notice of Intent to Opt In Form for Unfiled Claims and Declaration of Counsel to Organon pursuant to the procedures set forth in this Section, are “Qualifying Unfiled Claimants,” and are enrolled in the Program as Program Participants.
- (B) The “Notice of Intent to Opt In Form for Unfiled Claims” shall be in the form contained in Appendix C, signed by the Claimant, and submitted on or before March 10, 2014 (*i.e.*, the “Notification Deadline”), as set forth in the Implementing CMO. The Notification Deadline may be extended by agreement of Organon and the NPC.
- (C) The “Declaration of Counsel” shall be in the form contained in Appendix D, signed by the Claimant’s counsel, and submitted on or before the Notification Deadline if it can be affirmed that the Claimant (or the Claimant’s personal representative) had signed a retainer agreement with that attorney or with his or her law firm prior to the Execution Date for legal representation of said Claimant relating to an injury allegedly resulting from the use of NuvaRing.
- (D) The Notice of Intent to Opt In Form for Unfiled Claims and Declaration of Counsel must be submitted in the following manner: Online in accordance with instructions provided by the Claims Administrator. *See* [www.nuvaringofficialsettlement.com](http://www.nuvaringofficialsettlement.com).
- (E) Qualifying Unfiled Claimants who properly and timely submit a Notice of Intent to Opt In Form for Unfiled Claims and Declaration of Counsel are (i) enrolled Program Participants bound by the terms of this Agreement; (ii) agree to submit to the jurisdiction of the Special Master and the MDL Court (or, if the MDL Court does not have subject matter jurisdiction, to the jurisdiction of the New Jersey Coordinated Court), and (iii) must submit a Claim Package on or before the Claim Package Deadline.

#### **Section 1.05 Notification of Enrollment Status and Program Participation**

- (A) The Claims Administrator will provide notice to all Eligible Enrollees who submit a Notice of Intent to Opt In Form for Filed Claims or Notice of Intent to Opt In Form for Unfiled Claims pursuant to the provisions of this Article I, and/or whose claims are identified by Plaintiffs’ counsel in the

Case Census, of their “Final Enrollment Status,” meaning their status as either a Program Participant or Unenrolled Claimant (as defined in Paragraph 1.05(B) below), on a rolling basis within five (5) days after the latest of the following dates applicable to such Claimant: (a) the Opt In Deadline; or (b) the Notification Deadline.

- (B) An “Unenrolled Claimant” is an Eligible Enrollee who (as may be applicable to them pursuant to Section 1.01 through Section 1.04): (a) if an MDL Claimant, NJ Coordinated Proceeding Claimant, Other Federal Court Claimant or Other State Claimant, fails to serve a proper and timely Notice of Intent to Opt In Form for Filed Claims; or (b) fails to serve a proper and timely Notice of Intent to Opt In Form for Unfiled Claims and Declaration of Counsel.
- (C) Within seven (7) days of receiving notice of her Final Enrollment Status, an Eligible Enrollee may seek reconsideration of her status as an Unenrolled Claimant from the Claims Administrator, which reconsideration will be decided by the Claims Administrator within seven (7) days of such reconsideration request. The Claims Administrator’s reconsideration decision regarding Final Enrollment Status is binding and non-appealable.

#### **Section 1.06 Program Participation is Irrevocable**

A Program Participant may only pursue her claim in the Program and may not pursue her claim in any court of law or other proceeding.

#### **Section 1.07 Provision of Opt In Forms to Organon and NPC**

The Claims Administrator shall make the Notice of Intent to Opt In Forms for Filed Claims, the Notice of Intent to Opt In Forms for Unfiled Claims and the Declarations of Counsel that it receives pursuant to this Article I available to Organon or the NPC upon request by either Party.

### **ARTICLE II. ELIGIBLE CLAIMS**

#### **Section 2.01 Eligible Claims**

Only “Eligible Claims” may be compensated in the Program. An Eligible Claim requires the following:

- (1) The Claimant has received notification of her Final Enrollment Status as a Program Participant; and
- (2) The Claimant has timely submitted a complete Claim Package as set forth in Article III.

## **ARTICLE III. CLAIM PACKAGE SUBMISSION AND REVIEW**

### **Section 3.01 Claim Package Deadline**

- (A) Program Participants may submit Claim Packages after they have submitted a Notice of Intent to Opt In Form for Filed Claims or Notice of Intent to Opt In Form for Unfiled Claims, as applicable, pursuant to Article I above. Program Participants, by and through their counsel, if represented, must submit a complete Claim Package, together with all Supporting Documentation, no later than 11:59 p.m. C.T. on the forty-fifth (45th) day following the Effective Date (the “Claim Package Deadline”) or, as applicable and subject to the terms of Section 3.05, the Cure Deadline.
- (B) Failure to submit a complete Claim Package on or before the Claim Package Deadline or Cure Deadline, as applicable, shall subject the Program Participant’s case to dismissal with prejudice upon motion by Organon, pursuant to Section 5.02.

### **Section 3.02 Complete Claim Package Requirements**

- (A) A complete Claim Package must include the following “Supporting Documentation”:
  - (1) A completed and signed Claim Form contained in Appendix E-1;
  - (2) A completed and signed Authorization to Release Records and Other Information contained in Appendix E-2. When executing this document, the Program Participant shall not specify particular healthcare providers for the collection of records, but shall leave the provider field of the form blank so that it may be utilized for collection of any necessary records in accordance with Section 4.06;
  - (3) An executed Release contained in Appendix F-1;
  - (4) In the event of a Plaintiff who asserts a Derivative Claim in the Complaint filed by the Program Participant, an executed Release contained in Appendix F-2, instead of an executed Release contained in Appendix F-1, executed by the Program Participant and by any Plaintiff who asserts a Derivative Claim in the Complaint filed by the Program Participant. For avoidance of doubt, a Release is required from each and every Plaintiff who asserts a Derivative Claim with respect to any Program Participant, but a Release is not required from the spouse of a Plaintiff if the

spouse did not assert a Derivative Claim in the Complaint;

- (5) Contemporaneous prescription records from a pharmacy or medical facility reflecting that the Program Participant was prescribed or provided with NuvaRing, or other substantiating evidence (the “Prescription Records”), it being understood that: (i) “contemporaneous prescription records” refers to records that were created at, or about, the time the prescription was written or NuvaRing provided, and (ii) “other substantiating evidence” may include an affidavit by a healthcare professional attesting to the prescription of NuvaRing; documentation of samples of NuvaRing that were provided to the Program Participant; documentation in hospital records for the Alleged Injury that specifically reference NuvaRing, or such similar evidence that would be admissible in a state or federal court proceeding to establish the Program Participant’s usage of NuvaRing;
- (6) Contemporaneous medical records reflecting diagnosis of the Program Participant’s Alleged Injury occurring (i) prior to the Execution Date of the Master Settlement Agreement, and (ii) after the Program Participant was first prescribed or provided NuvaRing, 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 “Medical Records”);
- (7) A Stipulation of Dismissal:
  - (a) MDL Participants must submit an executed stipulation of dismissal in the form contained in Appendix G-1 (the “MDL Stipulation of Dismissal”).
  - (b) New Jersey Coordinated Participants must submit an executed stipulation of dismissal in the form contained in Appendix G-2 (the “New Jersey Stipulation of Dismissal”).
  - (c) Other Federal Court 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”).

- (d) Other State Court 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 (each a “State Stipulation of Dismissal”).
  - (e) Qualifying Unfiled Program Participants are not required to submit a Stipulation of Dismissal as part of their Claim Package.
- (8) Wire instructions for use by the QSF Administrator in connection with any Settlement Payment to be made to such Program Participant through his or her counsel, if represented, subject to and in accordance with the terms of this Agreement and the Qualified Settlement Fund Agreement; and
- (9) An executed Identification of Potential Third-Party Claimants contained in Appendix H-1.
- (B) Program Participants may submit additional records to the Claims Administrator, beyond those that are required, if reasonably related to the Program Participant’s Alleged Injury or to a Derivative Claim. All Derivative Claims must be included as a part of the Claim Package submitted by or on behalf of the NuvaRing user. Persons who did not use NuvaRing may not submit a separate Claim Package under the Program.
- (C) In connection with the determinations of Settlement Payments under Section 3.06, NPC or the PCRC may, at their discretion, request that Program Participants submit additional records, beyond those that are required, relating to their NuvaRing usage, Alleged Injury, medical conditions or medical history.

### **Section 3.03 Claim Package Submission**

Claim Packages must be submitted to the Claims Administrator on or before the Claim Package Deadline in the following manner: Online in accordance with instructions provided by the Claims Administrator. *See [www.nuvaringofficialsettlement.com](http://www.nuvaringofficialsettlement.com).*

### **Section 3.04 Medical Records and Prescription Records**

Program Participants are responsible for obtaining and submitting, through their counsel, if represented, the Medical Records and Prescription Records required for a Claim Package. With respect to their Medical Records and Prescription Records, and any additional records submitted,



Program Participants consent to review of such records by the Claims Administrator (and those employed, or engaged by, the Claims Administrator), NPC, Organon, the Special Master, and the courts.

### **Section 3.05 Consideration of Claim Packages**

- (A) A Claimant whose Claim Package does not meet the requirements of Section 3.02 shall not be entitled to payment under the terms of this Agreement.
- (B) The Claims Administrator shall review all Claim Packages submitted to the Program to determine whether a Claim Package is complete and meets the requirements of Section 3.02, and the Claims Administrator's review of Claim Packages pursuant to this Section shall be limited to determining whether each Claim Package is complete and meets the requirements of Section 3.02. This provision does not limit the Claims Administrator's authority to review Claim Packages in accordance with the audit provisions set forth in Section 4.06 below.
- (C) Upon verification by the Claims Administrator that a Claimant has submitted a complete Claim Package, the Claims Administrator shall within ten (10) days provide the Claim Package to the Plaintiff's Claims Review Committee (also referred to herein as the "PCRC"). A Claimant whose Claim Package does not meet the requirements of Section 3.02 shall not be provided to the PCRC or entitled to consideration of payment under the terms of this Agreement.
- (D) In the event that the Claims Administrator determines the Claim Package is not complete, he or she shall inform the Program Participant's counsel, if represented, or the Program Participant, if not represented by counsel, within twenty (20) days after submission of the Claim Package that Supporting Documentation is missing, inadequate, or incomplete, or in the case of a Program Participant who fails to submit any Claim Package, Claims Administrator shall within five (5) days after the Claim Package Deadline inform the Program Participant, or if represented by counsel, the Program Participant's counsel that no Claim Package was received (each a "Notice"). Any Claim Package that cannot, or for any reason does not, include all of the required Supporting Documentation shall be considered incomplete, shall fail to establish an Eligible Claim, and will subject the Claim to dismissal with prejudice, as described below, without compensation, absent timely cure as set forth herein.
- (E) As part of the Claims Administrator's determination of the adequacy and completeness of the Claim Package, the Claims Administrator will determine whether the contemporaneous medical records reflect a diagnosis of the Program Participant's Alleged Injury after the Program Participant was first prescribed or provided NuvaRing. If the Claims

Administrator does not find that the Claim Package supports a diagnosis of the Program Participant's Alleged Injury after the Program Participant was first prescribed or provided NuvaRing, the Claim Package will be determined to be deficient by the Claims Administrator.

- (F) The decision as to the completeness and adequacy of the Claim Package is in the sole discretion of the Claims Administrator, subject to reconsideration under Section 4.03(F). Failure to correct the deficiencies on or before the later of (x) the thirtieth (30th) day following the date of the Notice or (y) if the Program Participant on or before the thirtieth (30th) day following the date of the Notice has provided to the Claims Administrator a reasonable justification for requiring more than a 30-day cure period (as determined by the Claims Administrator in good faith), the sixtieth (60th) day following the date of the Notice (as applicable, the "Cure Deadline"), will result in automatic rejection of the Claim Package. The Claims Administrator shall provide notice of the rejection of the Claim Package to Claimant's counsel within ten (10) days following the expiration of the Cure Deadline ("Notice of Rejection").
- (G) Delivery of Releases and Stipulations of Dismissal to Organon:
- (1) Following the Claims Administrator's receipt of a Program Participant's Stipulation of Dismissal and/or Release pursuant to Section 3.02 above, the Claims Administrator shall review such documents to determine whether they are complete and valid in form and substance. Organon or its counsel may also review such documents to determine whether they are complete and valid in form and substance. If Organon or the Claims Administrator determines that any deficiencies exist as to any Program Participant's Stipulation of Dismissal and/or Release, the Claims Administrator shall follow the notice and cure provisions set forth in Section 3.05(A)-(E) above. Within ten (10) days of the Claims Administrator's receipt from a Program Participant of a Stipulation of Dismissal and/or Release that the Claims Administrator determines to be complete and valid in form and substance, such Stipulation of Dismissal and/or Release shall be delivered to Organon by the Claims Administrator.
  - (2) In the event that the Program Participant does not submit a Release or a Stipulation of Dismissal by the Cure Deadline, Organon may submit a motion to dismiss the Program Participant's case with prejudice. Such motions shall be made in accordance with Section 5.02. A Claimant may cure a deficiency relating to a Release or Stipulation of Dismissal during the pendency of a motion on a showing of good cause.
- (H) The Claims Administrator shall provide monthly updates to Organon and NPC as to the submission, review and approval process. Organon or NPC

may request copies of any Claim Package or any other documentation submitted with such Claim Package from the Claims Administrator.

### **Section 3.06 Settlement Payment**

- (A) If the Claims Administrator or the Special Master, pursuant to the terms of Section 5.04, determines that a Program Participant's Claim is an Eligible Claim under the terms of the Agreement, the Claims Administrator will advise the PCRC and Organon.
- (B) For any Eligible Claim, the PCRC shall have the responsibility to allocate the Settlement Funds among the Program Participants and determine the amount of each individual Program Participant's settlement payment ("Settlement Payment"), consistent with the terms of this Agreement.
- (C) After each Settlement Payment has been determined by the PCRC, the PCRC will advise the Claims Administrator, and the Claims Administrator will send a notice containing the amount of the Settlement Payment (the "Settlement Payment Notice") to the respective individual Program Participants or their counsel, if any, and to the QSF Administrator, with a copy to Organon and the PCRC.
- (D) Individual Settlement Payments will be issued from the Qualified Settlement Fund after the resolution of any and all requests for reconsideration or appeals as to that Claim under Section 4.03(F) and 5.04 and subject to the terms of Article IX.
- (E) No Program Participant shall be entitled to any Settlement Payment other than in accordance with the terms of this Agreement, nor shall any Program Participant be entitled to pursue any claim for any other injury allegedly resulting from the use of NuvaRing. 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 IV. CLAIMS ADMINISTRATOR**

### **Section 4.01 Claims Administrator Selection**

- (A) This Agreement is a private agreement.
- (B) A Claims Administrator shall be selected by Organon, subject to agreement by NPC.
- (C) At the request of NPC and Organon, BrownGreer PLC has agreed to preside over the Program as the initial Claims Administrator.

- (D) Any successor to the initial Claims Administrator shall fulfill the same functions from and after the date of his succession and shall be bound by the determinations made by his predecessor(s) to date.
- (1) In the event that NPC and Organon are unable to agree upon the appointment of a mutually agreeable successor Claims Administrator, NPC and Organon's counsel will each present two (2) candidates to the MDL Court.
  - (2) The MDL Court will, in consultation with the judge presiding over the New Jersey 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.

#### **Section 4.02 Claims Administrator Liaisons**

NPC and Organon 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) Organon:

Melissa A. Geist  
Reed Smith LLP  
136 Main Street, Suite 250  
Princeton Forrestal Village  
Princeton, NJ 08540  
mgeist@reedsmith.com  
Phone: 609-514-5978

-and-

Stephen G. Strauss  
Bryan Cave LLP  
One Metropolitan Square  
211 North Broadway, Suite 3600  
St. Louis, MO 63102-2750  
sgstrauss@bryancave.com  
Phone: 314-259-2444

(B) NPC:

Kristine K. Kraft  
Schlichter Bogard & Denton, LLP  
100 South Fourth Street, Suite 900  
St. Louis, MO 63102  
Phone: (314) 621-6115  
Fax: (314) 621-7151  
kkraft@uselaws.com

#### **Section 4.03 Responsibilities and General Authority**

- (A) The Claims Administrator must uphold the responsibilities for claim administration and review 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. For the avoidance of doubt, the Claims Administrator shall not 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 Organon agree.
- (D) Without limitation of the foregoing, the Claims Administrator shall have the authority to modify and/or supplement the Claim Form and any other form or Appendix required by this Agreement to provide for more efficient administration of the Program, subject to prior written consent by Organon and NPC, provided that no Program Participant who previously completed an earlier iteration of the Claim Form shall be required to submit a new Claim Form.
- (E) Without limitation of the foregoing, the Claims Administrator will:
  - (1) determine whether a Claimant is a Program Participant;
  - (2) review and make determinations of whether a Claimant's Claim Package is complete in accordance with the provisions of Section 3.02 and Section 3.05; and
  - (3) review and make determinations of whether a Program Participant

and her counsel have complied with the terms and conditions set forth in Section 9.01.

- (F) If the Claims Administrator determines that a Claim is not an Eligible Claim entitled to consideration by the PCRC for payment, the Program Participant may seek reconsideration by filing a request for reconsideration with the Claims Administrator within ten (10) days of receiving the Notice of Rejection. The Claims Administrator will respond to any such request for reconsideration within fourteen (14) days. Appeals to the Special Master pursuant to Section 5.04 may be taken only from the Claims Administrator's decision after a request for reconsideration, not from the initial decision of the Claims Administrator. If a timely request for reconsideration is not made, no appeal may be brought.
- (G) Without limitation of the foregoing, the Claims Administrator will make the initial determination regarding the categorization of Eligible Enrollees and Program Participants for purposes of evaluating the Required Participation Thresholds pursuant to Section 10.02(D).
- (H) The Claims Administrator, the QSF Administrator, and the NPC shall cooperate with Organon in providing to Organon any information that is necessary to comply with reporting obligations under the Medicare, Medicaid and SCHIP Extension Act of 2007 ("MMSEA"), or other applicable laws.
- (I) A time period prescribed in this Master Settlement Agreement for the Claims Administrator to take action on a matter may be extended at the request of the Claims Administrator only if the volume of submissions relating to that matter warrants an extension and such extension is approved by the NPC and Organon.

#### **Section 4.04 Liability of Administrative Personnel**

No Claims Administrator, or employee or agent of any Claims Administrator, shall be liable to any Claimant, Eligible Enrollee, 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 Claimant, Eligible Enrollee, 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 4.05 Method of Notification**

All notifications required to be sent by the Claims Administrator under this Agreement shall be provided by a method selected by the Claims Administrator as the most efficient. If there is more than one counsel of record on the complaint, the notice shall be given to the counsel listed first. If the Claimant is *pro se*, notice shall be provided directly to the *pro se* Claimant.

#### **Section 4.06 Organon/NPC Audit Right**

- (A) In accordance with the terms of this Section, Organon and NPC shall each have the absolute right and discretion, at each's own expense, to itself conduct, or have conducted by the Claims Administrator or an independent auditor, audits to verify Claims 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 Alleged 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) Claim Packages may be selected for audit under the following circumstances:
  - (1) If the Claims Administrator, Organon, or the NPC reasonably believe that any Claim Package or Supporting Documentation submitted therewith has been falsified or is otherwise not valid or authentic, such Claim Package may be selected for audit by the Claims Administrator, Organon, or the NPC.
  - (2) A sampling of Claim Packages may be selected for audit randomly, with the total number of Claim Packages randomly selected for audit by either the NPC or Organon not to exceed for either Party, respectively, seven percent (7%) of the total number of Program Participants, absent agreement by the NPC and Organon to randomly audit a greater percentage of Claim Packages. This provision does not limit the number of Claim Packages that may be selected for audit based on a suspicion of falsification, as set forth in subclause (1) above.
- (C) Claim Packages randomly selected for audit under subparagraph 4.06(B)(2) above shall be selected, and audits commenced, on a rolling basis as Claim Packages are received by the Claims Administrator, provided that the selection of all Claim Packages is completed within ten (10) days of the Claim Package Deadline or any applicable Cure Deadline, whichever is later. Audits performed on randomly selected Claim

Packages under subparagraph 4.06(B)(2) above should be completed within sixty (60) days of selection for audit. In the event that such an audit is not completed with sixty (60) days of selection for audit, Organon and the NPC shall be notified and the Parties may reach agreement upon an extension for completion of such audit, or if no agreement is reached, either Party may petition the Special Master with a request for an extension of time to complete such audit.

- (D) If Organon or the NPC conduct audits pursuant to subparagraphs 4.06(B)(1) or (2), or engage an independent auditor to conduct such audits, the Party conducting the audit shall notify the Claims Administrator and the other Party and shall specify the Claim Packages subject to audit. To the extent the Claims Administrator initiates audits pursuant to subparagraph 4.06(B)(1), or is asked to perform audits pursuant to subparagraphs 4.06(B)(1) or (2) for Organon or the NPC, the Claims Administrator will provide notice to the Parties (or the non-requesting Party, as applicable) and shall specify the Claim Packages subject to audit.
- (E) With respect to Claim Packages which are selected for audit:
  - (1) The Claims Administrator or the Party requesting the audit may require that the relevant Program Participant provide it with 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 (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). The Claims Administrator or the Party requesting the audit may also utilize the Authorization to Release Records and Other Information submitted with the Claim Package to obtain Prescription Records and/or Medical Records related to the Alleged Injury and NuvaRing usage, and upon use of such Authorization, shall provide notice to (i) the Parties (if utilized by the Claims Administrator) or the non-requesting Party and the Claims Administrator (if utilized by Organon or the NPC), and (ii) the counsel of the relevant Program Participant, or the Program Participant if *pro se*.
  - (2) 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 Section 4.06(G)(1), (2), and (3) shall be applied to such Program Participant and her Claim.



- (F) If following completion of its audit of a Claim Package, the Claims Administrator, Organon or 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, Organon or 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 Organon's counsel or NPC (depending on who may file) pursuant to Section 13.01. Any ruling of the Special Master may be appealed to the MDL Court or, should the MDL Court lack subject matter jurisdiction, to the New Jersey Coordinated Court or the court in which the case was filed.
- (G) Without limitation of Section 4.06(F) and any term in this Agreement to the contrary notwithstanding, in the event that the Special Master, upon motion by Organon or NPC, determines 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 immediately shall cease to have any further rights under the Program, but such Program Participant's Stipulation of Dismissal and Release (if applicable) shall be delivered to Organon if not previously delivered (and, without limitation, Organon 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 in respect of such Program Participant) and such counsel (if the Special Master makes such determination in respect of such counsel) shall fully be liable (i) for the costs and expenses (including legal costs and expenses) incurred by the Claims Administrator, Organon and/or NPC in connection with any related audit and/or any related proceedings (including MDL Court, or other court, proceedings) under this Section 4.06 and (ii) if applicable, to repay to the QSF any Settlement Payment 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
  - (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 Settlement Payments to all other Program Participants of such counsel until such time as may be determined by the applicable court, or (iii) referral of the matter to appropriate law enforcement officials, provided that no such further sanctions or other penalties shall affect the status of any other Program Participant or her Claim unless such sanction or other penalty is consented to by Organon and NPC.

(H) All audits shall be initiated in good faith.

## **ARTICLE V. SPECIAL MASTER**

### **Section 5.01 Special Master Appointment**

For the sake of uniformity in rulings and efficiency, NPC and Organon agree (a) to recommend to the respective courts that each court appoint Judge Daniel Stack as Special Master for the purpose of making recommendations on certain motions, as described in Sections 5.02 and 5.03, and any petitions brought under Section 4.06(C), 4.06(F) and 4.06(G), and (b) to privately appoint Judge Daniel Stack as Special Master for the purpose of hearing appeals of the Claims Administrator's determinations, as described in Sections 5.04. The individual initially appointed as Special Master, as well as any successor thereto, is referred to herein as the "Special Master." Any successor to the initial Special Master shall fulfill the same functions from and after the date of his succession and shall be bound by the determinations made by his predecessor(s) to date.

### **Section 5.02 Motions to Dismiss**

The Special Master will (a) hear all motions to dismiss claims that fail to comply with the terms of this Agreement, and (b) recommend to the MDL Court or to the respective federal court or state court judge, as the case may be, a ruling on each of the motions to dismiss. If the Judge presiding over any specific case in which the Cure Deadline is not met has not appointed the Special Master on or prior to the Cure Deadline, any associated motion to dismiss shall be made to the presiding Judge in the jurisdiction where the case is pending.

### **Section 5.03 Unresponsive or Unresolved Third-Party Claimant Disputes**

In the event that a Program Participant and her Counsel have unresponsive or unresolved Potential Third-Party Claimants, after documenting good faith efforts to resolve any such claims, the Claims Administrator may forward the matter to the Special Master for handling. The Special Master will then (a) review the efforts of Program Participant and her counsel, and (b) recommend to the MDL

Court or the New Jersey Coordinated Court that a show-cause order should be issued regarding the disputed interests, disbursement of the Settlement Funds, or any other relief as the Special Master deems appropriate.

#### **Section 5.04 Appeals to the Special Master from Claims Administrator Determinations**

- (A) The Special Master shall hear appeals as from decisions of the Claims Administrator pursuant to Section 4.03(F).
- (B) Appeals to the Special Master may be taken only from the Claims Administrator's decision after a request for reconsideration, not from the initial decision of the Claims Administrator. If a timely request for reconsideration is not made, no appeal may be brought.
- (C) Notice of any permitted appeal (each a "Notice of Appeal") must be sent to the Claims Administrator, on behalf of the Special Master, within fifteen (15) days from the date of the Claims Administrator's response to the request for reconsideration.
- (D) The Special Master's consideration of any such appeal shall be limited to the record evidence that was before the Claims Administrator.
- (E) The Special Master must render a decision within thirty (30) days of receipt of the appeal.
- (F) The decision of the Special Master shall itself be final, binding and non-appealable (*i.e.*, it shall not be subject to further appeal, either within the Program or to any court or arbitrator). If a Program Participant fails to timely request reconsideration or to meet the Notice of Appeal deadline set forth herein, as applicable, the Program Participant's right to appeal shall be extinguished and the Claims Administrator's decision shall be final, binding and non-appealable.

#### **Section 5.05 Special Master's Costs**

The Party requesting the Special Master to hear disputes pursuant to Section 5.03 shall be required to pay costs of the Special Master in hearing the dispute, which shall be fixed at \$300 per dispute. The Party appealing a decision of the Claims Administrator to the Special Master pursuant to Section 5.04 shall be required to pay the costs of the Special Master in considering the appeal, which costs shall be fixed in the amount of \$300 per appeal. With respect to all other motions, petitions, or appeals to the Special Master, in the event that the Special Master shall find that a motion, petition or appeal, or opposition thereto, is without good faith or foundation under the terms of this Agreement, the Party making such submission shall pay the costs of the Special Master for his consideration of such motion. In the absence of such a finding, the Special Master's costs shall be paid by Organon, pursuant to Section 6.04.

## **Section 5.06 Submissions to the Special Master**

In any instance in which this Agreement provides for submission of any notice or materials to the Special Master, the submission shall be made to the Claims Administrator and the Claims Administrator shall provide such materials to the Special Master.

## **ARTICLE VI. FUNDING OBLIGATIONS**

### **Section 6.01 Settlement Funds**

- (A) Subject to the Walk Away Right, as set forth in Article X, Organon shall deposit funds in the amount of \$100,000,000 (the “Settlement Funds”) into the Qualified Settlement Fund (also referred to herein as the “QSF”) within thirty (30) days following the Effective Date of this Agreement.
- (B) The NPC agree that the amount of the Settlement Funds is fair and reasonable under the circumstances. The Settlement Funds shall be paid by Organon.
- (C) The NPC, together with the QSF Administrator, are responsible for appropriately distributing the entirety of the Settlement Funds. Defendants and their counsel shall have no role, involvement in, or responsibility for allocating the Settlement Funds among Claimants, their counsel, any lienholders, the Special Master, the Claims Administrator, or any other third parties.
- (D) Any term of this Agreement, or of the Qualified Settlement Fund Agreement, to the contrary notwithstanding, in no event shall Organon have any obligation to make payment of the Settlement Funds into the Qualified Settlement Fund unless and until (i) the Qualified Settlement Fund shall have been duly approved by the MDL Court, and (ii) the Effective Date shall have occurred.
- (E) Any term of this Agreement, or of the Qualified Settlement Fund Agreement, to the contrary notwithstanding, neither the NPC, the Program Participants, the Special Master, the Claims Administrator, the QSF Administrator, nor any other Person is entitled under this Agreement or the Qualified Settlement Fund Agreement to collect any amount from any of the Defendants or any other Released Persons other than from Organon pursuant to Organon’s express obligations to make payments into the Qualified Settlement Fund, to pay Administrative Expenses, and to pay any expenses relating to motions, appeals, or audit(s), as dictated by this Agreement. For the avoidance of doubt, neither Organon nor any other Released Persons shall have any 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 Claimant in connection with the

Program. Released Persons also shall have no responsibility for the management of the Qualified Settlement Fund or any Liability to any Persons arising from the handling of Claim Packages by the Claims Administrator.

## **Section 6.02 Qualified Settlement Fund**

- (A) In accordance with the terms of this Agreement, the Settlement Funds shall be deposited into the Qualified Settlement Fund and shall remain the property of the Qualified Settlement Fund. The Settlement Funds within the Qualified Settlement Fund will be held in a fiduciary capacity. The Qualified Settlement Fund shall comply with the Treasury Regulations Section 1.468B-1 *et seq.* regarding taxation and tax reporting obligations. The Qualified Settlement Fund shall be deemed to be in the custody of the MDL Court. The Qualified Settlement Fund 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) Organon and NPC wish to have the Qualified Settlement Fund maintained in as secure a manner as possible so that the Settlement Funds will be available to be paid to those who qualify for a Settlement Payment under the Program. The NPC will select a financial institution within seven (7) days of the Execution Date, and Organon and the NPC agree that this designated financial institution shall hold the Settlement Funds. Organon 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, Organon and NPC shall jointly move the MDL Court for approval of the Qualified Settlement Fund.
- (C) NPC is solely responsible for securing the QSF Administrator's execution and delivery of the Qualified Settlement Fund Agreement 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. Monthly 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) Organon shall in no way be responsible for the expenses of the QSF Administrator or the administration of the Qualified Settlement Fund. Organon shall in no way be associated with the administration of the Qualified Settlement Fund or be liable in respect of any dispute between or among any Program Participants and their respective counsel in respect of any costs, expenses, legal fees, or litigation costs to be deducted from the Qualified Settlement Fund.

### **Section 6.03 Tax Treatment of the Qualified Settlement Fund**

- (A) Treatment. To the fullest extent allowable under applicable law, the Qualified Settlement Fund 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 Organon, 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 Fund and the amounts held in the Qualified Settlement Fund including the returns described in Treasury Regulation §1.468B-2(k)(l). 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 Fund shall be paid exclusively out of the Qualified Settlement Fund, 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 Fund, 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 Fund 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 Fund 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 Fund. The QSF Administrator shall notify NPC and Organon in writing of the fact and amount of any such payment of Taxes or Tax Expenses out of the Qualified Settlement Fund (and any withholding pursuant to this Section).

- (D) Cooperation. NPC and Organon 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 6.04 Claims Administration Expenses**

- (A) The fees and expenses incurred by the Claims Administrator or the Special Master in administering the Program (the “Administrative Expenses”) shall be paid by Organon, except as otherwise set forth in Section 5.05, Section 4.04, and Section 4.06. Any invoice for the Claims Administrator’s or Special Master’s fees and costs shall be submitted to Organon.
- (B) Within ten (10) Business Days after the end of each full calendar month following the Execution Date, the Claims Administrator shall submit to Organon, in such form and in such detail as Organon 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.

### **ARTICLE VII. DISMISSALS, DISCLAIMERS, AND RELEASES**

#### **Section 7.01 Dismissals**

- (A) Following the payment by Organon of the Settlement Funds into the Qualified Settlement Fund, the Defendants are entitled to dismissal with prejudice of the Claims of all MDL Claimants, NJ Coordinated Proceeding Claimants, Other Federal Court Claimants and Other State Court Claimants that opt in to the Program, and Organon may file with the relevant court the Stipulation of Dismissal submitted with the Claim Packages of each Program Participant in accordance with the following:
1. For Program Participants who are sent a Notice of Rejection by the Claims Administrator pursuant to Section 3.05(F) due to uncured Claim Package deficiencies, Organon may file the Stipulation of Dismissal provided by that Program Participant with the relevant court at any time following the fifteenth (15th) day after the issuance of Notice of Rejection, or following the Claims Administrator’s resolution of any requests for reconsideration thereto under Section 4.03(F). If such Program Participant undertakes an appeal to the Special Master of the Claims Administrator’s reconsideration decision pursuant to Section 5.04, Organon may file the Stipulation of Dismissal at any time following the Special Master’s determination on appeal, provided

that, if the Claims Administrator or Special Master on reconsideration or appeal, as applicable, determines that such Program Participant has an Eligible Claim that may be submitted to the PCRC for consideration, Organon shall follow the procedures set forth in subparagraphs 2 or 3 below, as applicable.

2. For Program Participants who are determined by the Claims Administrator to have Eligible Claims and whose Claims are submitted to the PCRC pursuant to Sections 3.05(B) and 3.06, but who are determined by the PCRC not to be entitled to any compensation under the Program, Organon may file the Stipulation of Dismissal at any time after the Program Participant is so notified.
3. For Program Participants who are determined by the Claims Administrator to have Eligible Claims, whose Claims are submitted to the PCRC pursuant to Sections 3.05(B) and 3.06, and who are allocated a Settlement Payment by the PCRC, Organon may file the Stipulation of Dismissal at any time following the payment of a Settlement Award to that Program Participant from the Qualified Settlement Fund.

(B) If there is an uncured deficiency relating to the Stipulation of Dismissal, Organon is entitled to move to dismiss the Program Participant's case with prejudice following the Cure Deadline, pursuant to Section 3.05.

## **Section 7.02 Disclaimers**

Program Participants, their counsel, Organon and the NPC are bound by decisions made by the Special Master and the Claims Administrator, and Program Participants and their counsel are bound by decisions made by the PCRC, including ones with which they may disagree. This eventuality is part of the Program and is accepted by Program Participants, subject to the limited right of appeal set forth in Sections 4.03(F) and 5.04.

## **Section 7.03 Releases**

In summary and as fully reflected in the Releases, as consideration for Organon's agreement to deposit the Settlement Funds pursuant to section 6.01 above, Program Participants, individually and for their heirs, beneficiaries, agents, estate, executors, administrators, personal representatives, successors and assigns, release and forever discharge the Released Persons from all Settled Claims, and further agree and covenant not to sue Released Persons for any Settled Claims. Without limitation, Organon shall be free to file or cause to be filed the Releases in any relevant action or proceeding under the same circumstances governing the timing for the filing of the Stipulations of Dismissal, as set forth in Section 7.01 above.



#### **Section 7.04 Unknown Facts**

Program Participants shall agree, and by executing the Releases do agree, that the Releases are intended to and do 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, unless specific claims are retained in writing in any individual Release, as separately agreed to by Organon. Program Participants shall acknowledge, and by executing the Releases do acknowledge, that they may hereafter discover facts different from, or in addition to, those which they now know to be, or believe to be, true with respect to their alleged injuries, losses and claims. Program Participants shall acknowledge, and by executing the Releases do acknowledge, that they may learn of additional facts as those facts relate to NuvaRing and the Released Persons' activities as those facts relate to NuvaRing. Program Participants shall agree, and by executing the Releases do agree, that the Releases, and the specific releases contained therein, shall be and remain effective in all respects, notwithstanding such different or additional facts and the subsequent discovery thereof. Program Participants shall, and by executing the Releases do, expressly waive any and all rights they may have under any statute, code, regulation, ordinance or the common law, which may limit or restrict the effect of a general release as to claims, including claims that Program Participants do not know or suspect to exist in their favor at the time of the Releases. Specifically, Program Participants shall acknowledge, and by executing the Releases do acknowledge, that they have been advised by their attorneys concerning, and are familiar with, the California Civil Code Section 1542, and Program Participants shall, and by executing the Releases do, expressly waive any and all rights under California Civil Code Section 1542 and under any other federal or state statute or law of similar effect.

### **ARTICLE VIII. COURT APPROVAL AND OTHER DOCUMENTATION**

#### **Section 8.01 Survival and Wrongful Death Claims**

If required by applicable state law, a Program Participant's counsel or a Person authorized by a Program Participant's counsel will seek court approval of the settlement of the case brought on behalf of a decedent or others authorized under applicable state law to advance survival or wrongful death claims. Program Participants' 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 8.02 Claims Involving Minors**

If required by applicable state law, a Program Participant's counsel or a Person authorized by a Program Participant's counsel will seek court approval of the settlement of the case brought on behalf of a minor. Program Participants' 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.

### **Section 8.03 Other Documents**

Organon, Program Participants, and their counsel if represented, agree to cooperate in acquiring or executing any other documents necessary to finalize an individual Program Participant's settlement.

## **ARTICLE IX. LIENS**

### **Section 9.01 Medical Bills, Liens, and Other Potential Rights for Reimbursement**

#### **(A) Responsibility for Identification, Notification, and Satisfaction of Insurer, Healthcare Provider or other Liens, Claims, Subrogated Rights or Obligations.**

- (1) Each Program Participant agrees that it is Program Participant's and her counsel's sole responsibility to identify to the Claims Administrator and Organon all actual or potential insurers and all known third-party claimants with subrogation or reimbursement interests related to the released injuries (pursuant to any applicable state law or contractual terms) that are not Governmental Payors (collectively, "Potential Third-Party Claimants"). Each Program Participant and her counsel represent and warrant that they will use best efforts and reasonable diligence to identify such Potential Third-Party Claimants.
- (2) Each Program Participant agrees it is her sole responsibility to satisfy or otherwise resolve any and all claims held by all Potential Third-Party Claimants and further agrees that the Released Persons shall have no responsibility for satisfaction of the same.
- (3) Each Program Participant shall indemnify, repay and hold the Released Persons harmless from any and all claims held by all Potential Third-Party Claimants, whether existing as of the date of becoming a Program Participant or arising thereafter. This includes payments of all fees and litigation expenses.
- (4) Each Program Participant and her counsel shall execute and comply with the terms and requirements of the Identification of Potential Third-Party Claimants, contained in Appendix H-1, which is required as part of the Claim Package. The terms and conditions set forth in Section 3.05 govern the Claims Administrator's acceptance of the Identification of Potential Third-Party Claimants, including the notice and cure provisions set forth in Section 3.05(A)-(E) in the event the Claims Administrator

determines deficiencies exist regarding the Identification of Potential Third-Party Claimants.

- (5) If the Claims Administrator or Organon is or becomes aware of Potential Third-Party Claimants, it may provide notice of those to Program Participants and their counsel by submitting the Notice of Potential Third-Party Claimants, contained in Appendix H-2. Upon receipt of a completed Appendix H-2, Program Participants and their counsel must amend their Appendix H-1 to include the identified parties, and assume all responsibilities and obligations to satisfy or resolve those interests before any Settlement Payment will be made. The Amended Appendix H-1 (Identification of Third-Party Claimants) shall be resubmitted to the Claims Administrator within ten (10) days of receipt of the new information contained in Appendix H-2.
- (6) In the event that Program Participants and their counsel have unresponsive or unwilling Potential Third-Party Claimants, they shall complete the Notice of Third-Party Claimant Dispute, contained in Appendix H-3, to notify the Claims Administrator and Organon of the dispute. The Claims Administrator may then refer the dispute to the Special Master for handling pursuant to Section 5.03.
- (7) Each Program Participant and her counsel shall provide proof of resolution of any and all claims held by Potential Third-Party Claimants to Organon and the Claims Administrator by executing, submitting, and complying with the terms and requirements of the Certification of Third-Party Claimant Resolution, contained in Appendix H-4, as a condition precedent for any payment from the Qualified Settlement Fund.
- (8) A Program Participant who fails to meet the requirements of this Section 9.01(A) shall not be entitled to payment under the terms of this Agreement and such failure shall be an independent cause for dismissal of her claim, with prejudice. Completion of the requirements of this Section 9.01(A) is a CONDITION PRECEDENT to the distribution of any Settlement Payment from the Qualified Settlement Fund to the Program Participant. For the avoidance of doubt, the CONDITION PRECEDENT in this Section is not a CONDITION PRECEDENT to Organon's funding obligations into the Qualified Settlement Fund under Section 6.01, but is only a CONDITION PRECEDENT to the distribution of any Program Participant's Settlement Payment from the Qualified Settlement Fund to the Program Participant.

**(B) Procedure Regarding Payments by Governmental Payors.**

With respect to potential payments made on a Program Participant's behalf by Medicare or Medicaid; a Medicare or Medicaid 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 a CONDITION PRECEDENT to the distribution of any Settlement Payment from the Qualified Settlement Fund to the Program Participant, each Program Participant and her counsel agree as follows:

- (1) Identification of Governmental Payors.** Each Program Participant and her counsel agree it is their sole responsibility to identify for the Claims Administrator and Organon 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 NuvaRing from the time the Program Participant alleges she first suffered injury from the alleged use of NuvaRing through the Execution Date. Each Program Participant and her counsel represent and warrant that they will use best efforts and reasonable diligence to identify such Governmental Payors.
- (2) Mandatory reporting obligations under MMSEA and State Medicaid Programs.**

  - (a) Medicare:** Each Program Participant and her counsel shall provide Organon with any information necessary for Organon to meet its mandatory reporting obligations to the Center for Medicare & Medicaid Services ("CMS") as mandated by Section 111 of the MMSEA. Any Program Participant who was or is a Medicare beneficiary will execute and provide the information requested in the Medicare/Medicaid Addendum and Release and associated forms contained in Appendices I-1 through I-4.
  - (b) Medicaid and other Governmental Payors:** Program Participants and their counsel further shall provide Organon with any information necessary for Organon to meet any mandatory reporting requirements specific to each state's Medicaid or other governmental agency reporting and reimbursement laws and regulations. Any Program Participant who was or is a Medicaid beneficiary will execute and provide the information and forms requested in the Medicare/Medicaid Addendum and Release contained in Appendix I.

- (3) **Notice of Settlement.** Each Program Participant and her counsel shall provide the Claims Administrator and Organon's counsel a copy of a letter or other communication (i) notifying each Governmental Payor identified pursuant to Section 9.01(B)(1) that a claim related to the Program Participant's alleged use of NuvaRing 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 NuvaRing and the claimed amount of any such interest.
- (4) **Satisfaction of Governmental Payors' Interests.** Each Program Participant and her counsel shall provide to Organon written documentation demonstrating that each Governmental Payor identified pursuant to Section 9.01(B)(1) either:
- (a) holds no interest, including any Liens, in the Settlement Payment;
  - (b) expressly releases any and all entities from any liability whatsoever for any interest, including any Liens, in the Settlement Payment;
  - (c) agrees any interest, including any Liens, in the Settlement Payment 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 Settlement Payment 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 any Liens, in the Settlement Payment.
- (5) For the avoidance of doubt, the CONDITION PRECEDENT in this Section is not a CONDITION PRECEDENT to Organon's funding obligations into the Qualified Settlement Fund under Section 6.01 but is only a CONDITION PRECEDENT to the distribution of the Program Participant's Settlement Payment from the Qualified Settlement Fund to the Program Participant.

## **Section 9.02 Attorney Liens**

Each Program Participant shall represent and warrant that all liens referenced in Section 9.01 and 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 NuvaRing have been paid or will be paid out of the Settlement Payment 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 NuvaRing 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 X. TERMINATION RIGHT**

### **Section 10.01 NPC Efforts**

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

### **Section 10.02 Walk Away Right**

- (A) Organon shall have the option, in its sole discretion, to terminate the Program and this Agreement if, but only if, certain thresholds of participation ("Required Participation Thresholds") in the Settlement Program are not met, as set forth in Paragraph (B) below (the "Walk Away Right").
- (B) Organon's Walk Away Right may be overcome only if each of the following Required Participation Thresholds is satisfied by the Program Participants:
  - (1) **Overall Participation:** No less than ninety-five percent (95%) participation of all Eligible Enrollees regardless of Alleged Injury;
  - (2) **VTE:** No less than ninety-five percent (95%) participation of all Eligible Enrollees with a VTE Alleged Injury;
  - (3) **ATE:** No less than ninety-five percent (95%) participation of all Eligible Enrollees with an ATE Alleged Injury;
  - (4) **Wrongful Death:** No less than ninety-five percent (95%) participation of all Eligible Enrollees alleging wrongful death as an Alleged Injury;
  - (5) **Post-June 1, 2012 Injuries:** No less than ninety-five percent (95%) participation of all Eligible Enrollees with an Alleged Injury occurring after June 1, 2012; and
  - (6) **Timely Claims:** No less than ninety-five percent (95%) participation of all Eligible Enrollees who allege Claims that are "Timely Claims". For purposes of this section, Timely Claims shall include those for which the time elapsed

between the date of the Alleged Injury and the date of the filing of the Complaint or the date of the Notice of Intent to Opt In Form for Unfiled Claims is less than or equal to the length of time (statutory limitations period) specified in Appendix J hereto for the state where the applicable NuvaRing user resided at the time of the Alleged Injury.

- (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 Paragraph (B)(1)-(6) above will include all Eligible Enrollees in each such category with cases pending as of the Execution Date in the MDL, the New Jersey Coordinated Proceedings, any Other Federal Court Proceedings, and any Other State Court Proceedings, as well as any additional unfiled claims as identified in the Case Census, as well as all Eligible Enrollees who assert unfiled claims as Qualifying Unfiled Claimants in this Program that were not included in the Case Census. The denominator for the Overall Participation category set forth in Paragraph (B)(1) above shall be the sum of 3,813 plus all Eligible Enrollees who assert and opt in their unfiled claims as Qualifying Unfiled Claimants in this Program that were not included in the Case Census. This number will be adjusted to accurately remove any duplicates and add any missing claims due to mistake or calculation error.
  - (2) The numerator for each respective category set forth in Paragraph (B)(1)-(6) above will include all Eligible Enrollees in each such category who are Program Participants.
- (D) The Claims Administrator shall make the initial determination as to which Eligible Enrollees and Program Participants are included in each of the categories set forth in Paragraphs (B)(2)-(6) above. Such determination shall be made within twenty (20) days following the last Opt In Deadline or Notification Deadline attributable to any Eligible Enrollee. To determine the Alleged Injury and date of Alleged Injury for purposes of assigning categories under this Section for each Program Participant, the Claims Administrator shall refer first to the Notice of Intent to Opt In Form for Filed Claims or Notice of Intent to Opt In Form for Unfiled Claims submitted by each Program Participant. To determine the Alleged Injury and date of Alleged Injury for purposes of assigning categories under this Section for each Eligible Enrollee who is not a Program Participant, the Claims Administrator shall refer first to the Plaintiff Fact Sheet submitted for each Eligible Enrollee. If there is no Plaintiff Fact

Sheet submitted for any Eligible Enrollee, the Claims Administrator shall determine the Alleged Injury and date of Alleged Injury based on the information provided for that individual in the Case Census. If there is any uncertainty regarding the Alleged Injury and/or date of Alleged Injury for any Program Participant or Eligible Enrollee, the Claims Administrator may confirm the Alleged Injury and date of Alleged Injury by examining those individuals' medical records, Complaints, Plaintiff Fact Sheets, and/or any other additional available information. If there is any dispute among the Parties regarding the Eligible Enrollees and Program Participants to be included in each of the categories set forth in Paragraphs (B)(2)-(6) above, the Parties shall first seek to reach agreement. If no agreement is reached between the Parties, either Party may appeal the Claims Administrator's determination under this paragraph to the Hon. Brian R. Martinotti within five (5) days following the Claims Administrator's determination under this Paragraph, with such appeal to be resolved by Judge Martinotti within five (5) days.

- (E) Organon may exercise the Walk Away Right, if available, on or before 11:59 p.m. C.T. on the forty-fifth (45<sup>th</sup>) day following the last Opt In Deadline or Notification Deadline attributable to any Eligible Enrollee, subject to Section 13.01(B). Organon shall exercise its Walk Away Right by filing notice through the MDL Court's Electronic Case Filing System. Organon also shall provide written notice of its exercise of the Walk Away Right, as applicable, to the state court judge presiding over the New Jersey Coordinated Proceedings, with a copy to state-court liaison counsel. The date on which Organon's Walk Away Right expires without previously having been exercised, or any previous date agreed upon by Organon and the NPC, shall be the "Effective Date."

### **Section 10.03 Consequences of Exercise of Walk Away Right**

- (A) Upon exercising the Walk Away Right, the Program shall immediately terminate and this Agreement becomes null and void, Organon shall not be obligated to deposit any Settlement Funds into the Qualified Settlement Fund, and all Releases and Stipulations of Dismissal or Motions to Dismiss shall promptly be returned to NPC, the Program Participant's counsel, or the *pro se* Program Participant, as appropriate. Organon shall be responsible for payment of any Administrative Expenses incurred through the termination date.
- (B) In the event that Organon exercises the Walk Away Right, the Statute of Limitations applicable to any Qualifying Unfiled Program Participant shall be deemed to have been tolled from the time of her submission of the Notice of Intent to Opt In Form For Unfiled Claims until a period expiring sixty (60) days after Organon files its Walk Away Right notice with the MDL Court's Electronic Filing System. Nothing in this provision shall be interpreted to revive or render legally viable a Claim that was time-barred



under applicable law prior to the submission of the Notice of Intent to Opt In Form For Unfiled Claims as to any Program Participant.

## **ARTICLE XI. WARRANTY OF CAPACITY TO ENTER INTO THE AGREEMENT**

### **Section 11.01 NPC**

Each Person duly appointed to and comprising 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.

### **Section 11.02 Organon**

Organon 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 Organon and will constitute its legal, valid, and binding obligation.

### **Section 11.03 Additional Agreement and Acknowledgements of Program Participants**

- (A) 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, and by executing the Release does agree, to resolve her Claims with Defendants and to have granted her counsel the authority to resolve her 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 shall further represent and warrant, and by executing the Release does represent and warrant, 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 Settlement Payment to her, and that there are no other Liens (except as may be disclosed in accordance with Article IX 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 Organon. 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 shall represent and warrant, and by executing the Release does represent and warrant, that such third party has no Lien or other claim that can be asserted against any of the Released Parties or the Qualified Settlement Fund or any portion thereof. Each Program Participant shall agree, and by executing the Release does agree, that she will indicate on his or her Claim Form whether a bankruptcy action is currently pending in which he or 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.
- (C) Each Program Participant, by participating in the Program as provided herein, and her counsel, acknowledge and agree that they are waiving all rights to pursue their claims in court, and any further claims, appeals, or objections shall be resolved by the Special Master as set forth herein, and such decisions shall be final and binding upon each Program Participant and her counsel. Further, each Program Participant, by opting into participation in the Program, acknowledges and agrees to this method of alternative dispute resolution.

## **ARTICLE XII. INTENTIONALLY OMITTED**

## **ARTICLE XIII. MISCELLANEOUS**

### **Section 13.01 Notice**

- (A) Any notice, request, instruction or other document to be delivered pursuant to this Agreement 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 13.01(A). 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 Organon:

Melissa A. Geist  
Reed Smith LLP  
136 Main Street, Suite 250  
Princeton Forrestal Village  
Princeton, NJ 08540  
mgeist@reedsmith.com  
Phone: 609-514-5978

-and-

Stephen G. Strauss  
Bryan Cave LLP  
One Metropolitan Square  
211 North Broadway, Suite 3600  
St. Louis, MO 63102-2750  
sgstrauss@bryancave.com  
Phone: 314-259-2444

- (2) 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 Complaint, or if such Program Participant has not filed a Complaint, then to the first-listed counsel for such Program Participant, listed on such Program Participant's Notice of Intent to Opt In Form for Filed Claims or Notice of Intent to Opt In Form for Unfiled Claims.

- (3) If to NPC:

Kristine K. Kraft  
Schlichter Bogard & Denton, LLP  
100 South Fourth Street, Suite 900  
St. Louis, MO 63102  
Phone: (314) 621-6115  
Fax: (314) 621-7151  
kkraft@uselaws.com

- (4) 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 Complaint, or if such

Program Participant has not filed a Complaint, then to such Program Participant's address as reflected on such Program Participant's Notice of Intent to Opt In Form for Filed Claims.

- (B) If the date or deadline for any notice, request, instruction or other document to be delivered or given pursuant to this Agreement falls on a day that is not a Business Day, such notice, request, instruction or other document shall be deemed due under this Agreement on the next following Business Day.
- (C) Any notice, request, instruction or other document to be given by any Party or any Claims Administrator to any Program Participant or her counsel hereunder, shall be in writing and delivered in accordance with the terms of Section 13.01(A), and such Party or Claims Administrator may rely on the contact information last provided by the Program Participant or her counsel to such party or 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) her counsel shall have the responsibility to keep the Claims Administrator informed of the correct contact information for both such Program Participant and such counsel.
- (D) Any such notice, request, instruction or other document shall be deemed to have been given as of the date so 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 13.02 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 New Jersey (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 New Jersey 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 New Jersey Coordinated 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 13.03 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) 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 Organon shall negotiate in good faith to modify this Agreement so as to effect the original intent of NPC and Organon as closely as possible to the fullest extent permitted by applicable law. Nothing in this Section 13.03(B) is intended to, or shall, limit (1) Section 13.03(A) or (2) the intended effect of Section 13.02.

### **Section 13.04 Good Faith Negotiations**

NPC and Organon 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 executing Party's own free will; each such executing Party knows all of the relevant facts and its rights in connection therewith; and such Party affirms that it 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 the Released Persons, on the other hand, settled by the execution of this Agreement and the Program Participant's individual Release.

### **Section 13.05 Construction**

- (A) With regard to each and every term and condition of this Agreement, the Agreement has been negotiated, prepared and drafted by NPC and counsel for Organon, 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 13.01) shall be deemed to refer to all sub-Sections of such Section (such as, for example, Section 13.01(A), 13.01(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 13.06 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 13.06 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 NPC or any Program Participant who becomes a Party hereto without the prior written consent of Organon. Any assignment in violation of this Section 13.06(A) shall be null and void ab initio.

- (B) No Program Participant shall have any right to institute any proceeding, judicial or otherwise, against any of Released Persons (including Organon), any Special Master, or any Claims Administrator to enforce, or otherwise with respect to, this Agreement.

### **Section 13.07 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 Organon or by NPC, and otherwise reasonably cooperate with Organon and NPC in a manner consistent with the terms of this Agreement as reasonably requested by Organon or 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 13.08 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 13.09 Entire Agreement**

This Agreement, including the appendices hereto, constitutes the complete and entire agreement of the Parties with respect to the subject matter hereof. This Agreement and the appendices hereto may not be modified, contradicted, added to or altered in any way by previous written or oral agreements, nor by any contemporaneous or subsequent oral agreements. All antecedent or

contemporaneous extrinsic representations, warranties or collateral provisions concerning the negotiation and preparation of the Agreement and the appendices hereto are intended to be discharged and nullified. In any dispute involving the Agreement or the exhibits hereto, no signatory shall introduce evidence of or seek to compel testimony concerning any oral or written communication made prior to the Effective Date with respect to the negotiation and preparation of the Agreement. Any change, modification, deletion or addition to this Agreement, including the appendices hereto, must be agreed to by all Parties and in writing and executed with the same formalities as this Agreement.

### **Section 13.10 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 13.11 Recitals**

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

## **ARTICLE XIV. DEFINED TERMS**

“Administrative Expenses” has the meaning ascribed thereto in Section 6.04.

“Agreement” or “Master Settlement Agreement” means this Master Settlement Agreement, including any and all Exhibits, Appendices, and Schedules attached hereto, as the same may be amended or modified from time to time in accordance with the terms hereof.

“Alleged Injury” means an injury alleged by a Claimant to have been caused by NuvaRing as set forth in a Complaint, Plaintiff Fact Sheet, Notice of Intent to Opt In Form for Filed Claims, Notice of Intent to Opt In Form for Unfiled Claims or Case Census.

“ATE” means arterial thromboembolism, including but not limited to myocardial infarction and stroke (stroke refers to any kind of stroke or cerebrovascular injury whether arterial, venous, or hemorrhagic in nature or origin).

“Authorization to Release Records and Other Information” means the Form contained in Appendix E-2 that must be submitted as part of the Claim Package.



“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.

“Case Census” means the report, and any updates thereto, by Plaintiffs’ counsel of all filed and unfiled personal injury claims relating to NuvaRing produced pursuant to the Case Census Orders.

“Case Census Orders” means the Case Management Orders entered by the MDL Court and the New Jersey Coordinated Court on October 18, 2013 and January 29, 2014, requiring the registration by Plaintiffs’ counsel of all filed and unfiled personal injury claims relating to NuvaRing.

“Claimants” includes MDL Claimants, New Jersey Coordinated Claimants, Other Federal Court Claimants, Other State Court Claimants and Qualifying Unfiled Claimants who allege a Claim.

“Claim” and “Claims”, as the context may require, means any actions, disputes, and claims asserted against Defendants that constitute: (i) part of the MDL; (ii) part of any Other Federal Court Proceeding; (iii) part of the New Jersey Coordinated Proceedings; or (iv) part of any Other State Court Proceeding, in each case asserting an Alleged Injury resulting from the use of NuvaRing, as well as (v) claims asserted against Defendants by Qualifying Unfiled Claimants in a Notice of Intent to Opt In Form for Unfiled Claims.

“Claims Administrator” means the Person appointed by Organon with the agreement of NPC to fulfill the functions of the “Claims Administrator,” as provided for in Article IV, (for so long as such Person or Persons continues to serve in such capacity).

“Claims Administrator Liaisons” has the meaning set forth in Section 4.02.

“Claim Form” means the Form contained in Appendix E-1 that must be submitted as part of the Claim Package.

“Claim Package” means a Program Participant’s request for compensation under the Program, which includes the required Supporting Documentation set forth in Section 3.02.

“Claim Package Deadline” has the meaning ascribed thereto in Section 3.01.

“CMO” means a Case Management Order entered by the MDL Court, the New Jersey Coordinated Court, a Federal Court or a State Court.

“CMS” has the meaning ascribed thereto in Section 9.01(B).

“Cure Deadline” has the meaning ascribed thereto in Section 3.05.

“Declaration of Counsel” means the form attached as Appendix D and referenced in Section 1.04.

“Defendants” means any and all defendants in any of the MDL cases, the Other Federal Court Proceedings, the New Jersey Coordinated Proceedings, or any Other State Court Proceedings.

“Derivative Claim” means a claim of a Person other than the Person who allegedly used NuvaRing, which claim derives from the Claim alleged by the Person who allegedly used NuvaRing.

“Effective Date” has the meaning ascribed thereto in Section 10.02.

“Eligible Enrollee” has the meaning ascribed thereto in Section 1.01.

“Eligible Claim” has the meaning set forth in Section 2.01.

“Execution Date” has the meaning ascribed thereto in the Preamble.

“Expenses Report” has the meaning ascribed thereto in Section 6.04.

“Federal Cases” means any Claims constituting part of the MDL or the Other Federal Court Proceedings (including any such Claim that has been removed from federal court and is awaiting transfer to the MDL Court) that have been filed as of the Execution Date.

“Federal Stipulation of Dismissal” has the meaning ascribed thereto in Section 3.02.

“Final Enrollment Status” has the meaning ascribed thereto in Section 1.05.

“Governmental Payors” has the meaning ascribed thereto in Section 9.01.

“Implementing CMO” has the meaning ascribed thereto in Section 1.03.

“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.

“MDL” has the meaning ascribed thereto in Recital A.

“MDL Claimant” has the meaning ascribed thereto in Section 1.02.

“MDL Court” has the meaning ascribed thereto in Recital A.

“MDL Participant” means each Program Participant with a Claim pending in the MDL.

“MDL Stipulation of Dismissal” has the meaning ascribed thereto in Section 3.02.

“Medical Records” has the meaning ascribed thereto in Section 3.02.

“MMSEA” has the meaning ascribed thereto in Section 4.03(H).

“NPC” has the meaning ascribed thereto in the Preamble.

“New Jersey Coordinated Court” has the meaning ascribed thereto in Recital A.

“New Jersey Coordinated Claimant” has the meaning ascribed thereto in Section 1.02.

“New Jersey Coordinated Participant” means each Program Participant with a Claim pending in the New Jersey Coordinated Proceedings.

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

“New Jersey Stipulation of Dismissal” has the meaning ascribed thereto in Section 3.02.

“Non-Participating Private Payor” has the meaning ascribed thereto in Section 9.01.

“Notice” has the meaning ascribed thereto in Section 3.05.

“Notice of Appeal” has the meaning ascribed thereto in Section 5.04.

“Notice of Intent to Opt In Form for Filed Claims” has the meaning ascribed thereto in Section 1.02.

“Notice of Intent to Opt In Form for Unfiled Claims” has the meaning ascribed thereto in Section 1.04.

“Notice of Rejection” has the meaning ascribed thereto in Section 3.05.

“Notification Deadline” has the meaning ascribed thereto in Section 1.04.

“NuvaRing” means the combined hormonal contraceptive vaginal ring containing etonogestrel and ethinyl estradiol, initially approved in the United States in 2001.

“NuvaRing Resolution Program” has the meaning ascribed thereto in Recital B.

“Opt In Deadline” has the meaning ascribed thereto in Section 1.03.

“Organon” means Organon USA, Inc.

“Other Federal Court Claimant” has the meaning ascribed thereto in Section 1.02.

“Other Federal Court Participant” means each Program Participant with a claim pending in a Federal Case outside of the MDL as of the Execution Date.

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

“Other State Court Claimant” has the meaning ascribed thereto in Section 1.02.

“Other State Court Participant” means a Program Participant with a Claim pending in a State Court other than the New Jersey Coordinated Proceedings at the time of the Execution Date.

“Other State Court Proceedings” has the meaning ascribed thereto in Recital A.

“Party” means, individually, and “Parties” means, collectively, NPC, Organon, 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.

“Plaintiffs’ Claims Review Committee” or “PCRC” means the group of Plaintiffs’ counsel appointed for making allocations of Settlement Payments.

“Potential Third-Party Claimant” has the meaning ascribed thereto in Section 9.01(A)(1).

“Prescription Records” has the meaning ascribed thereto in Section 3.02.

“Program” has the meaning ascribed thereto in Recital B.

“Program Participant(s)” has the meaning ascribed thereto in Section 1.01.

“QSF Administrator” refers to the Person who will function as the Qualified Settlement Fund Administrator.

“Qualified Settlement Fund” or “QSF” means the settlement fund established pursuant to Section 6.02 in which Organon will deposit the Settlement Funds.

“Qualified Settlement Fund Agreement” means the agreement entered into between the NPC and an appropriate financial agreement establishing and governing the Qualified Settlement Fund.

“Qualifying Unfiled Claimant” has the meaning ascribed thereto in Section 1.04.

“Qualifying Unfiled Program Participant” means each Program Participant who is a Qualifying Unfiled Claimant.

“Release” means the form of release of claims attached hereto as Appendix F-1 or F-2, as applicable.

“Released Persons” means:

- a. Organon USA, Inc., Akzo Nobel N.V., Merck & Co., Inc., and/or other Defendants;
- b. Any and all suppliers of materials, components, and services used in the manufacture of NuvaRing, including the labeling and packaging thereof;
- c. All distributors of NuvaRing, including wholesale distributors, retail distributors, private label distributors, pharmacists, pharmacies, hospitals, and clinics, with respect to their distribution of NuvaRing, and sale representatives;
- d. All health care providers, whether entities or individuals, including without limitation physicians, pharmacists, nurses, pharmacies, hospitals, and medical centers who provided treatment in any way related to any Claimant’s alleged use of NuvaRing, all health care providers who prescribed NuvaRing for any Claimant, all pharmacists and pharmacies who dispensed NuvaRing to any Claimant;
- e. Any direct or indirect parent, subsidiary, affiliate, shareholder, predecessor or successor of any of the Persons identified in subparagraphs (a)-(d) above.
- f. Any other Person against whom any Claimant has asserted or could attempt to assert any claim, liability, or right to payment arising out of or related in any way to any Claimant’s alleged use of NuvaRing, whether as a joint tortfeasor or otherwise, under any theory of law or equity;
- g. Any attorney, law firm, and its employees representing the Defendants or other Released Persons in regard to any Claimant’s alleged use of NuvaRing and any Claimant’s asserted claims against the Defendants or other Released Persons;
- h. Any insurer of any of the Persons identified in subparagraphs (a)-(g) above in its capacity as such (and any reinsurer of such insurer in its capacity as such); and
- i. Any past, present or future officer, director, employee, partner, trustee, representative, agent, servant, attorney, or assignee of any of the Persons identified in subparagraphs (a)-(h) above in his or her capacity as such.

“Required Participation Thresholds” has the meaning ascribed thereto in Section 10.02.

“Settled Claims” means 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 NuvaRing, alone or in combination with any other substance, or any other transaction between any Claimant and Released Persons relating to such Claimant’s alleged use of NuvaRing. 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 a Claimant may attempt to assert against any attorney, law firm, or its employees as it relates to their representation of any Defendant and/or other Released Person in connection with this settlement or the defense of Merck and/or other Released Persons as that defense relates to NuvaRing claims asserted by any plaintiff or claimant, including Claimant. These “Settled Claims” include, without limitation and by way of example, all NuvaRing-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 or Medicaid 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 Claimants;
- 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.

“Settlement Funds” has the meaning ascribed thereto in Section 6.01.

“Settlement Payment” has the meaning ascribed thereto in Section 3.06.

“Settlement Payment Notice” has the meaning ascribed thereto in Section 3.06.

“Special Master” has the meaning ascribed thereto in Section 5.01.

“State Cases” means any Claims constituting part of the New Jersey Coordinated Proceedings or the Other State Court Proceedings that have been filed as of the Execution Date.

“State Stipulation of Dismissal” has the meaning ascribed thereto in Section 3.02.

“Stipulation of Dismissal” means, as the context may require, an MDL Stipulation of Dismissal, a New Jersey 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 3.02 of the Agreement.

“Tax Expenses” has the meaning ascribed thereto in Section 6.03.

“Taxes” has the meaning ascribed thereto in Section 6.03.

“Timely Claims” has the meaning ascribed thereto in Section 10.02(B)(6).

“Unenrolled Claimant” has the meaning ascribed thereto in Section 1.05.

“United States” as used herein means the fifty states of the United States of America, the District of Columbia, Puerto Rico, the Northern Mariana Islands, the U.S. Virgin Islands, American Samoa, Guam and the U.S. Minor Outlying Islands. Any reference herein to a “state” shall be interpreted to refer to the states and territories as set forth in this definition.

“VTE” means a venous thromboembolism, including deep vein thrombosis and pulmonary embolism.

“Walk Away Right” has the meaning ascribed thereto in Section 10.02.

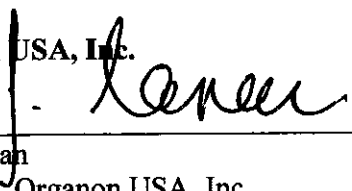
## **Article XV. APPENDICES**

<b>Appendix A</b>	Notice of Intent to Opt In Form for Filed Claims
<b>Appendix B</b>	Implementing CMO
<b>Appendix C</b>	Notice of Intent to Opt In Form for Unfiled Claims
<b>Appendix D</b>	Declaration of Counsel
<b>Appendix E-1</b>	Claim Form
<b>Appendix E-2</b>	Authorization to Release Records and Other Information
<b>Appendix F-1</b>	Release
<b>Appendix F-2</b>	Release Pertaining to Action with Derivative Claims
<b>Appendix G-1</b>	MDL Stipulation of Dismissal
<b>Appendix G-2</b>	New Jersey Stipulation of Dismissal
<b>Appendix H-1</b>	Identification of Potential Third-Party Claimants
<b>Appendix H-2</b>	Notice of Potential Third-Party Claimants
<b>Appendix H-3</b>	Notice of Third-Party Claimant Dispute
<b>Appendix H-4</b>	Certification of Third-Party Claimant Resolution
<b>Appendix I-1</b>	Medicare/Medicaid Addendum and Release
<b>Appendix I-2</b>	Compliance Form
<b>Appendix I-3</b>	Medicare Confidential Reporting Information Form
<b>Appendix I-4</b>	Medicare Consent to Release
<b>Appendix J</b>	Chart of Time Limitations By State Or Territory



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

Organon USA, Inc.

  
\_\_\_\_\_  
John Canan  
President, Organon USA, Inc.

Feb 7, 2014

**Negotiating Plaintiffs' Counsel**

\_\_\_\_\_  
Roger C. Denton  
Schlichter Bogard & Denton, LLP  
100 South Fourth Street, Suite 900  
St. Louis, MO 63102  
Phone: (314) 621-6115  
Fax: (314) 621-7151  
rdenton@uselaws.com

\_\_\_\_\_, 2014

\_\_\_\_\_  
Kristine K. Kraft  
Schlichter Bogard & Denton, LLP  
100 South Fourth Street, Suite 900  
St. Louis, MO 63102  
Phone: (314) 621-6115  
Fax: (314) 621-7151  
kkraft@uselaws.com

\_\_\_\_\_, 2014

\_\_\_\_\_  
Hunter J. Shkolnik  
Napoli Bern Ripka Shkolnik, LLP  
350 5th Avenue, Suite 7413  
New York, NY 10118  
Phone: (212) 267-3700  
Hunter@NapoliBern.com

\_\_\_\_\_, 2014

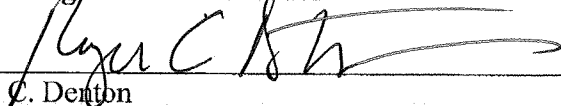
IN WITNESS WHEREOF, NPC and Organon have executed this Agreement effective as of the Execution Date.

**Organon USA, Inc.**

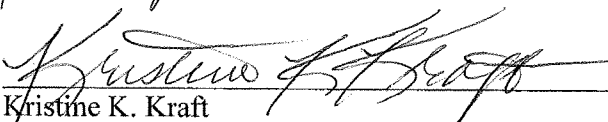
\_\_\_\_\_  
John Canan  
President, Organon USA, Inc.

\_\_\_\_\_, 2014

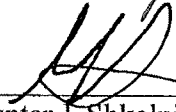
**Negotiating Plaintiffs' Counsel**

  
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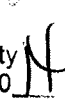
*February 7, 2014*

  
\_\_\_\_\_  
Kristine K. Kraft  
Schlichter Bogard & Denton, LLP  
100 South Fourth Street, Suite 900  
St. Louis, MO 63102  
Phone: (314) 621-6115  
Fax: (314) 621-7151  
kkraft@uselaws.com

*February 7, 2014*

  
\_\_\_\_\_  
Hunter J. Shkolnik  
Napoli Bern Ripka Shkolnik, LLP  
350 5th Avenue, Suite 7413  
New York, NY 10118  
Phone: (212) 267-3700  
Hunter@NapoliBern.com

*February 7, 2014*

**Shayna Sacks**  
Notary Public - State of New York  
No. 02SA6129100  
Qualified in New York County  
Commission Expires July 30, 2014 

# Appendix A

Notice of Intent to Opt In Form for Filed Claims

## NOTICE OF INTENT TO OPT IN FORM FOR FILED CLAIMS

### INSTRUCTIONS

**THIS FORM APPLIES TO ALL PLAINTIFFS WITH CLAIMS PENDING IN ANY STATE OR FEDERAL COURT THAT WERE FILED AND SERVED ON OR BEFORE FEBRUARY 7, 2014 ALLEGING INJURIES RESULTING FROM THE USE OF NUVARING.**

**IF YOU WISH TO PARTICIPATE IN THE NUVARING RESOLUTION PROGRAM (the “Program”) AND TO BE POTENTIALLY ELIGIBLE FOR AN AWARD UNDER THE PROGRAM, YOU MUST SUBMIT THIS FORM ON OR BEFORE 11:59 p.m. CT ON MARCH 10, 2014 (UNLESS EXTENDED TO A LATER DATE PURSUANT TO THE TERMS OF THE SETTLEMENT AGREEMENT) AS FOLLOWS:**

**Online:** Go to [www.nuvaringofficialsettlement.com](http://www.nuvaringofficialsettlement.com), which is the official website of the Claims Administrator, and follow the instructions provided there. The date of submission will be the date the form is provided online.

## NOTICE OF INTENT TO OPT IN FORM FOR FILED CLAIMS

By timely submitting this form, you agree to be bound by the terms of the Master Settlement Agreement and the jurisdiction of the Special Master and the MDL Court or the New Jersey Coordinated Proceeding Court with regard to all matters pertaining to the Master Settlement Agreement and the Program contained therein. You acknowledge that you will not be eligible for an award unless you also timely submit a completed Claim Package that meets the requirements set forth in the Master Settlement Agreement. You agree that the Special Master will hear motions to dismiss claims that fail to comply with the Master Settlement Agreement and make recommendations to the court in which your case is pending. You also agree that appeals of determinations by the Claims Administrator as to whether a Claimant is eligible for payment under the terms of the Settlement Agreement will be resolved by the Special Master and that the Special Master's decisions will be binding on the parties. You acknowledge that the Special Master's rulings on these appeals are separate from recommendations he makes as a Special Master on appointment from the MDL Court, New Jersey Coordinated Proceeding Court, or other court. By checking the box below and executing this form, you acknowledge that you have been fully advised of your 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 NuvaRing Resolution Program.**

### CLAIMANT INFORMATION (NuvaRing Product User)

<b>Claimant Name</b>	Last	First	Middle
<b>Social Security Number</b>	<div style="display: flex; justify-content: space-around;"> <div><div style="width: 20px; height: 20px; border: 1px solid black;"></div></div> <div><div style="width: 20px; height: 20px; border: 1px solid black;"></div></div> <div><div style="width: 20px; height: 20px; border: 1px solid black;"></div></div> <div><div style="width: 20px; height: 20px; border: 1px solid black;"></div></div> </div> <div style="display: flex; justify-content: center; margin: 0 10px;">-</div> <div style="display: flex; justify-content: space-around;"> <div><div style="width: 20px; height: 20px; border: 1px solid black;"></div></div> <div><div style="width: 20px; height: 20px; border: 1px solid black;"></div></div> <div><div style="width: 20px; height: 20px; border: 1px solid black;"></div></div> <div><div style="width: 20px; height: 20px; border: 1px solid black;"></div></div> </div> <div style="display: flex; justify-content: center; margin: 0 10px;">-</div> <div style="display: flex; justify-content: space-around;"> <div><div style="width: 20px; height: 20px; border: 1px solid black;"></div></div> <div><div style="width: 20px; height: 20px; border: 1px solid black;"></div></div> <div><div style="width: 20px; height: 20px; border: 1px solid black;"></div></div> <div><div style="width: 20px; height: 20px; border: 1px solid black;"></div></div> </div>		
<b>Case Number</b>			
<b>Address</b>	Street		
	City	State	Zip Country
<b>Telephone Number</b>	<div style="display: flex; align-items: center;"> <div style="border: 1px solid black; width: 30px; height: 20px; margin-right: 5px;"></div> <div style="border-bottom: 1px solid black; width: 100px; margin-right: 5px;"></div> <div style="border: 1px solid black; width: 30px; height: 20px; margin-right: 5px;"></div> <div style="border-bottom: 1px solid black; width: 100px;"></div> </div>		<b>Email</b>
<b>Alleged Injury (check all that apply)</b>	<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> <b>VTE (e.g. pulmonary embolism or deep vein thrombosis)</b>  <input type="checkbox"/> <b>ATE (e.g., heart attack or stroke)</b> </div> <div> <input type="checkbox"/> <b>Wrongful Death</b>  <input type="checkbox"/> <b>Other (Define) _____</b> </div> </div>		
<b>Date of Alleged Injury (Month/Day/Year)</b>	<div style="display: flex; align-items: center;"> <div style="border: 1px solid black; width: 30px; height: 20px; margin-right: 5px;"></div> <div style="border-bottom: 1px solid black; width: 100px; margin-right: 5px;"></div> <div style="border: 1px solid black; width: 30px; height: 20px; margin-right: 5px;"></div> <div style="border-bottom: 1px solid black; width: 100px;"></div> </div>	<b>Dates of NuvaRing Usage</b>	<b>State of Residence at Time of Injury</b>

### ATTORNEY INFORMATION (If Applicable)

<b>Attorney Name</b>	Last	First	Middle
<b>Firm Name</b>			
<b>Address</b>	Street		
	City	State	Zip Country
<b>Telephone Number</b>	<div style="display: flex; align-items: center;"> <div style="border: 1px solid black; width: 30px; height: 20px; margin-right: 5px;"></div> <div style="border-bottom: 1px solid black; width: 100px; margin-right: 5px;"></div> <div style="border: 1px solid black; width: 30px; height: 20px; margin-right: 5px;"></div> <div style="border-bottom: 1px solid black; width: 100px;"></div> </div>		<b>Facsimile</b>
<b>Email</b>	<div style="display: flex; align-items: center;"> <div style="border: 1px solid black; width: 30px; height: 20px; margin-right: 5px;"></div> <div style="border-bottom: 1px solid black; width: 100px;"></div> </div>		

### CLAIMANT'S SIGNATURE

**IMPORTANT: This form must be signed by Claimant (the NuvaRing product user or the legal representative of a deceased or incapacitated product user). Attorneys may not sign on Claimant's behalf.**

<b>Signature</b>		<b>Date</b>	<div style="display: flex; align-items: center;"> <div style="border: 1px solid black; width: 30px; height: 20px; margin-right: 5px;"></div> <div style="border-bottom: 1px solid black; width: 100px; margin-right: 5px;"></div> <div style="border: 1px solid black; width: 30px; height: 20px; margin-right: 5px;"></div> <div style="border-bottom: 1px solid black; width: 100px;"></div> </div> <div style="display: flex; justify-content: space-around; font-size: small;"> <span>(month)</span> <span>(day)</span> <span>(year)</span> </div>
<b>Printed Name</b>	First	MI	Last

# Appendix B

Implementing CMO

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION**

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IN RE: NUVARING PRODUCTS LIABILITY  
LITIGATION

---

)  
) 4:08 MDL 1964 RWS  
)  
) ALL CASES  
)

**ORDER REGARDING SETTLEMENT AGREEMENT AND DEADLINES**

This Court is advised that Organon USA, Inc. (“Organon”) and a committee of plaintiffs’ counsel appointed by this Court in cooperation with the state court Judge in the New Jersey coordinated proceedings (“Negotiating Plaintiffs Counsel” or “NPC”) have negotiated a Master Settlement Agreement (“Agreement”) to resolve claims against Organon and/or other defendants in the above matters (“Defendants”) involving injuries occurring prior to February 7, 2014 alleged to result from the use of NuvaRing. The Agreement is attached as Exhibit A to this Order. The Agreement establishes a program (the “NuvaRing Resolution Program” or “Program”) for the settlement of cases pending in this MDL No. 1964, cases pending in other federal courts but not yet transferred into MDL No. 1964 (“Other Federal Court Cases”), cases pending in the New Jersey Coordinated Proceeding (“New Jersey Coordinated Cases”), cases pending in any state court (“Other State Court Cases”), and any unfiled claims for which claimants provide notice to Defendants and the NPC in accordance with the terms of the Agreement, in which claimant alleges an injury occurring prior to February 7, 2014 resulting from the use of NuvaRing, provided that such claimants with unfiled claims must have signed a retainer agreement with an attorney for legal representation relating to the that claim prior to February 7, 2014 (“Unfiled Claims”).

## **I. AUTHORITY OF COURT TO OVERSEE SETTLEMENT**

This Court has authority to preside over and manage various aspects of the Agreement and the NuvaRing Resolution Program, including, but not limited to, the entry of Orders establishing time frames for the completion of acts defined in the Agreement. Fed. R. Civ. P. 16(a)(5), (d); *In re Vioxx Prods. Liab. Litig.*, 650 F. Supp. 2d 549 (E.D. La. 2009); *In re Propulsid Prods. Liab. Litig.*, 2004 WL 305816 (E.D. La. 2004). The instructions herein are to be construed as the orders of this Court.

## **II. NOTICE TO MDL PLAINTIFFS**

All plaintiffs with cases pending in MDL No. 1964 on the date of the entry of this Order shall be given notice of this Order and of the Agreement.

## **III. ENROLLMENT OF PLAINTIFFS WITH PENDING CLAIMS**

Plaintiffs with claims pending in this MDL No. 1964, Other Federal Court Cases, New Jersey Coordinated Cases, or Other State Court Cases on or prior to the entry of this Order who allege an injury occurring prior to February 7, 2014 resulting from the use of NuvaRing (collectively, “Eligible Plaintiffs”) are permitted to enroll in, and be bound by the terms of, the NuvaRing Resolution Program. Plaintiffs with cases that were dismissed with prejudice prior to February 7, 2014 are not Eligible Plaintiffs, unless those cases are currently pending appeal on February 7, 2014. Eligible Plaintiffs who intend to participate in the NuvaRing Resolution Program must submit a “Notice of Intent to Opt In Form for Filed Claims,” attached as Appendix A to the Agreement, by the “Opt-In Deadline” set forth in this Order (and extended as applicable under the terms of the Agreement).

**Eligible Plaintiffs who submit a “Notice of Intent to Opt In Form for Filed Claims” 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 NuvaRing Resolution Program. Enrollment in the Program is irrevocable, and the claims of Eligible Plaintiffs who submit a “Notice of Intent to Opt In Form for Filed Claims,” 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 Defendants for dismissal with prejudice following the Cure Deadline as set forth in the Agreement.** Each judge presiding over the claims of such Eligible Plaintiffs shall retain jurisdiction over those cases, including jurisdiction over the termination of Plaintiffs’ rights to sue Defendants in those cases.

#### **IV. ENROLLMENT OF UNFILED CLAIMS**

Any person who alleges an injury occurring prior to February 7, 2014 resulting from the use of NuvaRing, but who does not have a case pending against Defendants in state or federal court, and who submits to Organon and the NPC (i) a notification of their unfiled claim and intent to opt in to the Program (“Notice of Intent to Opt In Form for Unfiled Claims”) pursuant to the terms of the Agreement in the form attached as Appendix C to the Agreement, together with (ii) a declaration signed by the claimant’s counsel affirming that the claimant (or the claimant’s personal representative) had signed a retainer agreement with that attorney or with his or her law firm prior to February 7, 2014 for legal representation of said claimant relating to an injury allegedly resulting from the use of NuvaRing (“Declaration of Counsel”), in the form attached as Appendix D to the Agreement, by the “Notification Deadline” set forth in this Order (and extended as applicable under the terms of the Agreement), is eligible for participation in the NuvaRing Injury Resolution Program (“Unfiled Claimants”).

**All Unfiled Claimants (as defined above and set forth in the terms of the Agreement) who timely submit a Notice of Intent to Opt In Form for Unfiled Claims and Declaration of Counsel pursuant to the Agreement are enrolled in, and bound by the terms of, the**

**NuvaRing Resolution Program.** Under the terms of the Agreement, Unfiled Claimants enrolled in the Program 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 NuvaRing Resolution Program. Enrollment in the Program is irrevocable, and Unfiled Claimants who do not timely submit a complete Claim Package will not be eligible to receive any compensation under the Program.

#### **V. NUVARING RESOLUTION PROGRAM DEADLINES**

<p><b><u>March 10, 2014</u></b>  <b><u>(by 11:59 p.m. C.T.)</u></b>  <b>(the “Notification Deadline”)</b></p>	<p>Date by which Unfiled Claimants may elect to participate in the NuvaRing Resolution Program by submitting the “Notice of Intent to Opt In Form for Unfiled Claims” and “Declaration of Counsel,” pursuant to the terms of the Agreement. This date may be extended by agreement of the NPC and Defendants.</p>
<p><b><u>March 10, 2014</u></b>  <b><u>(by 11:59 p.m. C.T.)</u></b>  <b>(the “Opt-In Deadline”)</b></p>	<p>Date by which Eligible Plaintiffs may elect to participate in the NuvaRing Resolution Program by submitting the “Notice of Intent to Opt In Form for Filed Claims,” pursuant to the terms of the Agreement.</p> <p>An extension of fifteen (15) days to the Opt-In Deadline may be sought from the Claims Administrator in accordance with the terms of the Agreement. In addition to such fifteen (15) day extension for individual plaintiffs seeking such an extension, the Claims Administrator, in the Claims Administrator’s discretion, may allow an additional fifteen (15) days for plaintiffs to opt in to the NuvaRing Resolution Program under the terms of the Agreement. This date may be further extended by agreement of the NPC and Defendants.</p>
<p><b><u>11:59 p.m. C.T. on the 45th day following the last day of the final extension of the Opt-In Deadline or Notification Deadline attributable to any Program participant</u></b>  <b>(the “Effective Date”)</b></p>	<p>Date by which Organon may exercise its termination right under the Agreement. If Organon’s termination right under the Agreement expires without previously having been exercised, this date shall become the Effective Date of the Agreement.</p>

<p><b><u>Forty-five (45) days from the Effective Date</u></b>  <b>(the “Claim Package Deadline”)</b></p>	<p>Date by which NuvaRing Resolution Program participants may submit Claim Packages seeking an award under the NuvaRing Resolution Program.</p>
<p><b><u>Thirty (30) days after Notice sent by Claims Administrator notifying of Claims Package deficiencies</u></b>  <b>(the “Cure Deadline”)</b></p>	<p>Date by which a NuvaRing Resolution Program participant must cure deficiencies in her Claim Package. Participants may seek an extension of an additional thirty (30) days from the Claims Administrator in accordance with the terms of the Agreement.</p>

## **VI. FORM SUBMISSION**

Notice of Intent to Opt In Forms for Filed Claims, Notice of Intent to Opt In Forms for Unfiled Claims, Declarations of Counsel, and Claim Packages must be submitted online at [www.nuvaringofficialsettlement.com](http://www.nuvaringofficialsettlement.com), in accordance with instructions provided therein by the Claims Administrator.

## **VII. APPOINTMENT OF SPECIAL MASTER**

The Court, by this Order, appoints Judge Daniel Stack as Special Master to hear motions to dismiss claims that fail to comply with the terms of the Agreement, and to recommend to this Court rulings on any other motions, as specified in the Agreement.

**IT IS SO ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 2014**

---

HONORABLE RODNEY W. SIPPEL  
UNITED STATES DISTRICT JUDGE

# Appendix C

Notice of Intent to Opt In Form for Unfiled Claims

## NOTICE OF INTENT TO OPT IN FORM FOR UNFILED CLAIMS

### INSTRUCTIONS

**THIS FORM APPLIES TO INDIVIDUALS WHO ALLEGE AN INJURY OCCURRING PRIOR TO FEBRUARY 7, 2014 RESULTING FROM THE USE OF NUVARING, AND WHO HAD SIGNED A RETAINER AGREEMENT WITH AN ATTORNEY OR LAW FIRM PRIOR TO FEBRUARY 7, 2014 FOR LEGAL REPRESENTATION OF SAID INDIVIDUAL RELATING TO AN INJURY ALLEGEDLY RESULTING FROM THE USE OF NUVARING, BUT WHO DO NOT HAVE A LEGAL CASE RELATING TO NUVARING PENDING IN STATE OR FEDERAL COURT.**

**IF YOU WISH TO PARTICIPATE IN THE NUVARING RESOLUTION PROGRAM (the “Program”) AND TO BE POTENTIALLY ELIGIBLE FOR AN AWARD UNDER THE PROGRAM, YOU MUST SUBMIT THIS FORM, ALONG WITH THE ACCOMPANYING DECLARATION OF COUNSEL FORM SIGNED BY YOUR ATTORNEY, ON OR BEFORE 11:59 p.m. CT ON MARCH 10, 2014 AS FOLLOWS:**

**Online:** Go to [www.nuvaringofficialsettlement.com](http://www.nuvaringofficialsettlement.com), which is the official website of the Claims Administrator, and follow the instructions provided there. The date of submission will be the date the form is provided online.

## NOTICE OF INTENT TO OPT IN FORM FOR UNFILED CLAIMS

By timely submitting this form, you agree to be bound by the terms of the Master Settlement Agreement and the jurisdiction of the Special Master and the MDL Court or the New Jersey Coordinated Proceeding Court with regard to all matters pertaining to the Master Settlement Agreement and the Program contained therein. You acknowledge that you will not be eligible for an award unless you also timely submit a completed Claim Package that meets the requirements set forth in the Master Settlement Agreement. You agree that the Special Master will hear motions to dismiss claims that fail to comply with the Settlement Agreement and make recommendations to the court in which those cases are pending. You also agree that appeals of determinations by the Claims Administrator as to whether a Claimant is eligible for payment under the terms of the Settlement Agreement will be resolved by the Special Master and that the Special Master's decisions will be binding on the parties. You acknowledge that the Special Master's rulings on these appeals are separate from recommendations he makes as a Special Master on appointment from the MDL Court, New Jersey Coordinated Proceeding Court, or other court. By checking the box below and executing this form, you acknowledge that you have been fully advised of your 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 NuvaRing Resolution Program.**

### CLAIMANT AND CLAIM INFORMATION (NuvaRing Product User)

<b>Claimant Name</b>	Last	First	Middle
<b>Social Security Number</b>	<div style="display: flex; justify-content: space-around;"> <div><div style="border: 1px solid black; width: 20px; height: 20px;"></div></div> <div><div style="border: 1px solid black; width: 20px; height: 20px;"></div></div> <div><div style="border: 1px solid black; width: 20px; height: 20px;"></div></div> <div><div style="border: 1px solid black; width: 20px; height: 20px;"></div></div> <div><div style="border: 1px solid black; width: 20px; height: 20px;"></div></div> </div> <div style="display: flex; justify-content: center; margin-top: 5px;"> <span>-</span> <div><div style="border: 1px solid black; width: 20px; height: 20px;"></div></div> <div><div style="border: 1px solid black; width: 20px; height: 20px;"></div></div> <div><div style="border: 1px solid black; width: 20px; height: 20px;"></div></div> <div><div style="border: 1px solid black; width: 20px; height: 20px;"></div></div> <div><div style="border: 1px solid black; width: 20px; height: 20px;"></div></div> </div> <div style="display: flex; justify-content: center; margin-top: 5px;"> <span>-</span> <div><div style="border: 1px solid black; width: 20px; height: 20px;"></div></div> <div><div style="border: 1px solid black; width: 20px; height: 20px;"></div></div> <div><div style="border: 1px solid black; width: 20px; height: 20px;"></div></div> <div><div style="border: 1px solid black; width: 20px; height: 20px;"></div></div> <div><div style="border: 1px solid black; width: 20px; height: 20px;"></div></div> </div>		
<b>Address</b>	Street		
	City	State	Zip Country
<b>Telephone Number</b>	( ) -		<b>Email</b>
<b>Alleged Injury (check all that apply)</b>	<input type="checkbox"/> <b>VTE (e.g. pulmonary embolism or deep vein thrombosis)</b> <input type="checkbox"/> <b>Wrongful Death</b>		
	<input type="checkbox"/> <b>ATE (e.g., heart attack or stroke)</b> <input type="checkbox"/> <b>Other (Define)</b>		
<b>Date of Alleged Injury (Month/Day/Year)</b>	/ /	<b>Dates of NuvaRing Usage</b>	<b>State of Residence at Time of Injury</b>

### ATTORNEY INFORMATION (If Applicable)

<b>Attorney Name</b>	Last	First	Middle
<b>Firm Name</b>			
<b>Address</b>	Street		
	City	State	Zip Country
<b>Telephone Number</b>	( ) -		<b>Facsimile</b> ( ) -
<b>Email</b>			

### CLAIMANT'S SIGNATURE

**IMPORTANT: This form must be signed by Claimant (the NuvaRing product user or the legal representative of a deceased or incapacitated product user). Attorneys may not sign on Claimant's behalf.**

<b>Signature</b>		<b>Date</b>	<div style="display: flex; justify-content: space-around;"> <div><div style="border: 1px solid black; width: 20px; height: 20px;"></div></div> <div><div style="border: 1px solid black; width: 20px; height: 20px;"></div></div> <div><div style="border: 1px solid black; width: 20px; height: 20px;"></div></div> </div> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span>(month)</span> <span>(day)</span> <span>(year)</span> </div>
<b>Printed Name</b>	First	MI	Last

# Appendix D

## Declaration of Counsel

## DECLARATION OF COUNSEL

### INSTRUCTIONS

**THIS FORM APPLIES TO ATTORNEYS REPRESENTING INDIVIDUALS WHO DO NOT HAVE A LEGAL CASE RELATING TO NUVARING PENDING IN STATE OR FEDERAL COURT, BUT WHO ELECT TO PARTICIPATE IN THE NUVARING RESOLUTION PROGRAM (the “Program”) BY SUBMITTING A NOTICE OF INTENT TO OPT IN FORM FOR UNFILED CLAIMS PURSUANT TO THE PROGRAM. THIS DECLARATION FORM MUST BE COMPLETED AND SIGNED BY THE ATTORNEY REPRESENTING SUCH INDIVIDUAL IN CONNECTION WITH HER NUVARING INJURY CLAIM.**

**THIS DECLARATION MUST BE SUBMITTED, ALONG WITH THE NOTICE OF INTENT TO OPT IN FORM FOR UNFILED CLAIMS SIGNED BY THE CLAIMANT, ON OR BEFORE 11:59 p.m. CT ON MARCH 10, 2014 AS FOLLOWS:**

**Online:** Go to [www.nuvaringofficialsettlement.com](http://www.nuvaringofficialsettlement.com), which is the official website of the Claims Administrator, and follow the instructions provided there. The date of submission will be the date the form is provided online.



## 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 \_\_\_\_\_.

I hereby certify that the Claimant identified below had executed a retainer agreement prior to February 7, 2014 (the Execution Date) with me or with my law firm for legal representation of said Claimant relating to an injury allegedly resulting from the use of NuvaRing.

### CLAIMANT INFORMATION (NuvaRing Product User)

<b>Claimant Name</b>	<small>Last</small>	<small>First</small>	<small>Middle</small>
----------------------	---------------------	----------------------	-----------------------

### ATTORNEY INFORMATION

<b>Attorney Name</b>	<small>Last</small>	<small>First</small>	<small>Middle</small>
<b>Firm Name</b>			
<b>Address</b>	<small>Street</small>		
	<small>City</small>	<small>State</small>	<small>Zip</small>
<b>Telephone Number</b>	( ) -	<b>Facsimile</b>	( ) -
<b>Email</b>			

### ATTORNEY CERTIFICATION AND SIGNATURE

**I certify under penalty of perjury under the laws the United States that the foregoing is true and correct.**

<b>Signature</b>		<b>Date</b>	/ / (month) (day) (year)
<b>Printed Name</b>	<small>First</small>	<small>MI</small>	<small>Last</small>

# Appendix E-1

Claim Form

# NUVARING RESOLUTION PROGRAM CLAIM FORM

## INSTRUCTIONS

The Claim Package, including a completed copy of this Claim Form, must be submitted no later than the Claim Package Deadline for all Claimants, including unrepresented (*pro se*) Claimants, in the NuvaRing Resolution Program (the “Program”) outlined in the Master Settlement Agreement of February 7, 2014 (the “Agreement”).

Counsel for Claimants may complete this Claim Form, but the Claimant must personally sign the Certification and Authorization in Section VII. All *Pro Se* Claimants must complete this Claim Form in its entirety.

### I.A. CLAIMANT INFORMATION (NuvaRing Product User)

<b>1. Claimant Name</b>	Last	First	Middle
<b>2. Social Security Number</b>	<div style="display: flex; justify-content: space-between;"> <div> <div></div><div></div><div></div><div></div> </div> <div>-</div> <div> <div></div><div></div><div></div><div></div> </div> <div>-</div> <div> <div></div><div></div><div></div><div></div> </div> </div>		<b>Date of Birth</b> <div style="text-align: center;"> <div></div><div></div><div></div> </div> <div style="text-align: center;">(Month/Day/Year)</div>
<b>3. Address</b>	Street/P.O. Box		
	City	State	Zip
<b>4. Telephone Number</b>	( ) -	<b>5. Email</b>	
<b>6. Any other names by which Claimant has been known, including but not limited to maiden name:</b>	Last	First	Middle
	Last	First	Middle
	Last	First	Middle

### I.B. PRIMARY COUNSEL INFORMATION

<b>1. Attorney Name</b>	Last	First	Middle
<b>2. Firm Name</b>	Law Firm		
<b>3. Address</b>	Street		
	City	State	Zip
			Country
<b>4. Telephone Number</b>	( ) -	<b>5. Facsimile</b>	( ) -
<b>6. Email</b>			

**I.C. CASE INFORMATION (if applicable)**

<b>1. Court/Jurisdiction</b>	
<b>2. Case Caption</b>	_____ v. _____
<b>3. Case No.</b>	

**II. PERSONAL REPRESENTATIVE INFORMATION FOR MINOR, DECEASED, OR INCAPACITATED CLAIMANTS**

<b>1. Does the Claimant have a Representative?</b> YES <input type="checkbox"/> NO <input type="checkbox"/> If Yes, complete this Section II. If No, skip to Section III.				
<b>2. Relationship to Claimant</b> (check all that apply)	<input type="checkbox"/> Spouse <input type="checkbox"/> Parent <input type="checkbox"/> Child <input type="checkbox"/> Sibling <input type="checkbox"/> Administrator <input type="checkbox"/> Executor <input type="checkbox"/> Other _____ (specify)			
<b>3. Representative's Name</b>	Last		First	Middle
<b>4. Representative's Address</b>	Street			
	City	State	Zip	Country
<b>5. Representative's Telephone Number</b>	( ) -		<b>6. Email</b>	
<b>7. SSN</b>	-         -         ↓		<b>8. Date of Birth</b>	/ / (Month/Day/Year)
<b>9. Death of Claimant</b> (if applicable)	/ / (Month/Day/Year)	<b>10. Do you claim that NuvaRing caused the Death?</b> (if applicable)		YES <input type="checkbox"/> NO <input type="checkbox"/>

### III. CLAIM INFORMATION

Fill in the injury or injuries Claimant is claiming from her use of NuvaRing and indicate the date(s) of occurrence. To be eligible for compensation under the Agreement, the alleged injury must have occurred (i) prior to February 7, 2014 (the Execution Date of the Settlement Agreement), and (ii) after the Claimant was first prescribed or provided NuvaRing. Claimant must submit medical records that confirm diagnosis of the injury she claims, as outlined in Section IV of the Claim Form and in Section 3.02 of the Agreement.

	ALLEGED INJURY	DATE
		____/____/____ (Month/Day/Year)
		____/____/____ (Month/Day/Year)
		____/____/____ (Month/Day/Year)

### IV. CLAIM PACKAGE MATERIALS

Attach all Claim Package materials as required by Section 3.02 of the Agreement. Indicate that you are submitting the following by checking the box(es) below:

<input type="checkbox"/>	A completed and signed Claim Form.
<input type="checkbox"/>	A completed and signed Authorization to Release Records and Other Information contained in Appendix E-2 of the Agreement. The Claims Administrator can provide this form. When executing this document, the Claimant shall not specify particular healthcare providers for the collection of records, but shall leave the provider field of the form blank so that it may be utilized for collection of any necessary records in accordance with Section 4.06 of the Agreement.
<input type="checkbox"/>	A signed Release in the form contained in Appendix F-1 or F-2 of the Agreement, as applicable. The Claims Administrator can provide the form Release.
<input type="checkbox"/>	Prescription Records reflecting the prescription of NuvaRing to Claimant created at or about the time the health care provider wrote the prescription(s) for or provided NuvaRing to Claimant.
<input type="checkbox"/>	Medical Records reflecting the Claimant's diagnosis of the alleged injury or injuries listed in Section III above, created at or about the time the diagnosis was made.
<input type="checkbox"/>	A Stipulation of Dismissal that meets the requirements of the court in which Claimant's case was filed. (Not required to be submitted by Qualifying Unfiled Program Participants.)
<input type="checkbox"/>	An executed Identification of Potential Third-Party Claimants contained in Appendix H-1 of the Agreement. The Claims Administrator can provide this form.
<input type="checkbox"/>	Wire instructions for use by the QSF Administrator as specified in Section 3.02(A)(8) of the Agreement. The Claims Administrator will make this form available.

## V. CLAIMANT'S ELIGIBILITY FOR MEDICARE OR MEDICAID

**A.** 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 Counsel for Claimant represent and warrant that the following information provided in this form is complete and accurate: (1) the Claimant's Social Security Number; (2) the Claimant's full legal name; and (3) the Claimant's date of birth.

**B.** Certification Relating to Medicare and Medicaid Eligibility:

To the best of her knowledge, Claimant certifies, by indicating below, that she

- ☐ **IS** currently eligible to receive Medicare benefits.
- ☐ **IS NOT** currently eligible to receive Medicare benefits.
- ☐ **IS** currently eligible to receive Medicaid benefits.
- ☐ **IS NOT** currently eligible to receive Medicaid benefits.

## VI. CLAIMANT'S CERTIFICATION REGARDING BANKRUPTCY

Claimant certifies, by indicating below, that she

- ☐ **IS** a party in a bankruptcy action currently pending in which she is seeking bankruptcy protection.
- ☐ **IS NOT** a party in a bankruptcy action currently pending in which she is seeking bankruptcy protection.

## VII. CERTIFICATION, AUTHORIZATION AND SIGNATURE

By submitting this Claim Form, I agree to be bound by the terms of the Agreement and the jurisdiction of the Special Master, and the court presiding over MDL No. 1964, the federal multi-district litigation venued in the United States District Court for the Eastern District of Missouri (the "MDL Court") (or the New Jersey Coordinated Proceeding Court, should the MDL Court lack subject matter jurisdiction), with regard to all matters pertaining to the Agreement and the Program contained therein. I agree that the Special Master will hear motions to dismiss claims that fail to comply with the Agreement and make recommendations to the court in which my case is pending. I also agree that appeals of determinations by the Claims Administrator as to whether a Claimant is eligible for 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. I acknowledge that the Special Master's rulings on these appeals are separate from recommendations he makes as a Special Master on appointment from the MDL Court, New Jersey Coordinated Proceeding Court, or other court. By executing this form, I acknowledge that I have been fully advised of my rights under the Agreement and elect to participate in the Program, and that such election is irrevocable.

I declare under penalty of perjury subject to 28 U.S.C. § 1746 that all of the information provided in this Claim Form is true and correct.

<b>Claimant's Signature</b>		<b>Date</b>	<u>      </u> / <u>      </u> / <u>      </u> (month) (day) (year)
<b>Printed Name</b>	First	MI	Last

# Appendix E-2

Authorization to Release Records and Other Information

## Authorization to Release Records and Other Information

<b>Patient Name</b>	First _____	Middle Initial _____	Last _____
<b>Date of Birth:</b>	____/____/____ (Month/Day/Year)	<b>Social Security No.</b>	____-____-____
<b>Provider's Name (or Class of Providers):</b>		<b>Recipient:</b>	
<b>Provider Address:</b>		<b>Recipient Address:</b>	
<b>City:</b>	<b>State:</b>	<b>Zip:</b>	<b>City:</b>
<b>This Authorization Will Expire Upon:</b> When my claim in the NuvaRing Resolution Program has been processed to completion.			
<b>Purpose of Disclosure:</b> In support of my claim in the NuvaRing Resolution Program.			
<b>INFORMATION TO BE DISCLOSED</b>			
All medical and/or pharmacy records pertaining to the claimed injury of: <div style="border: 1px solid black; height: 40px; margin-top: 10px;"></div> <div style="text-align: center; margin-top: 10px;">[to be completed by the Claims Administrator]</div>			
For the period from: _____ through the present <div style="text-align: center;">[date of first use of NuvaRing]</div>			
<b>ACKNOWLEDGMENTS</b>			
I understand that: <ol style="list-style-type: none"> <li>1. I may refuse to sign this Authorization and that my treatment, payment, enrollment or eligibility for health insurance benefits may not be conditioned upon my signing this Authorization.</li> <li>2. I may revoke this Authorization at any time by notifying the health care provider identified above in writing. The written statement of my revocation must be signed and dated. However, I understand that my revocation will not affect disclosures previously made by any health care provider in reliance on this Authorization.</li> <li>3. Information disclosed under this Authorization may be subject to re-disclosure by the recipient without my further authorization and no longer be protected by the HIPAA Privacy Regulations.</li> <li>4. This Authorization does not authorize release of counseling or psychiatry records.</li> </ol>			
<b>SIGNATURE</b>			
I have read the above and authorize the disclosure of the protected health information as stated.			
<b>Signature by the Patient or the Patient's Personal Representative:</b>			
			<b>Date</b> ____/____/____ (Month/Day/Year)
<b>Name:</b> (Printed or Typed)	First _____	Middle Initial _____	Last _____
<b>If Not the Patient, Your Relationship to the Patient:</b> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div> <input type="checkbox"/> Spouse  <input type="checkbox"/> Sibling  <input type="checkbox"/> Other _____         </div> <div> <input type="checkbox"/> Parent  <input type="checkbox"/> Administrator         </div> <div> <input type="checkbox"/> Child  <input type="checkbox"/> Executor         </div> </div> <div style="text-align: center; margin-top: 10px;">(specify)</div>			



# Appendix F-1

Release

## RELEASE, INDEMNITY, and ASSIGNMENT

### CLAIMANT

**Name**

**Address**

Street

City

State

Zip

**Social Security Number**

(Enter numbers only)

Check here if the Claimant is: ☐ Incapacitated or ☐ Deceased or a ☐ Minor and provide the following information for the Representative with the authority to act on the Claimant's behalf.

**Representative's Name**

First

Middle

Last

**Representative's Address**

Street

City

State

Zip

**Representative's Social Security Number**

(Enter numbers only)

### CLAIMANT'S COUNSEL (If none, check here: ☐)

**Name**

**Firm**

## RELEASE, INDEMNITY, AND ASSIGNMENT

THIS RELEASE, INDEMNITY, and ASSIGNMENT (“Release”) is made and entered into by the undersigned Claimant or Representative Claimant on the date signed below.

### I. RECITALS

WHEREAS a claim has been asserted by or on behalf of Claimant against Organon USA, Inc. (“Organon”), and/or other defendants (collectively, “Named Defendants”), relating to Claimant’s alleged use of NuvaRing.

WHEREAS the Named Defendants 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 the Named Defendants 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 NuvaRing.

### II. RELEASE

#### A. Complete and General Release, Covenant Not To Sue and Assignment.

1. **Claimants.** “Claimant” as used herein refers to the NuvaRing user by or on behalf of whom claims have been asserted. To the extent this Release is executed by a Representative Claimant, such Representative Claimant represents and warrants that he or she is properly authorized by law to execute this Release on behalf of the Claimant or, if the Claimant is deceased, the Claimant’s Estate. Such Representative Claimant also executes this Release on behalf of himself/herself, individually, to the extent he/she assert any right to sue the Named Defendants and/or any other Released Persons, independently, derivatively or otherwise, by reason of their personal relationship with Claimant, and/or otherwise by, through or under, or otherwise in relation to, Claimant including as Claimant’s heir, beneficiary, surviving spouse (including, but not limited to, a putative or common law spouse), surviving domestic partner and/or next of kin, if any.
2. **Claimant’s Participation in Master Settlement Agreement.** Claimant acknowledges that she has elected to participate in a settlement described in the Master Settlement Agreement dated February 7, 2014 (“MSA”) between Organon and the Negotiating Plaintiffs’ Counsel, and that this Release is executed to implement obligations arising under that MSA. The definitions, terms and conditions of that MSA are hereby incorporated into this Release. Claimant acknowledges that she is bound by the MSA and that the undertakings and releases by Claimant provided for herein are made in consideration for Claimant’s participation in the NuvaRing Resolution Program. Claimant further

acknowledges and agrees to the allocation of the Settlement Funds described in Sections 3.06 and 6.01 of the MSA.

3. **Released Claims.** Claimant, individually and for the Claimant's heirs, beneficiaries, agents, estate, executors, administrators, personal representatives, successors and assigns, releases and forever discharges the Released Persons, as defined below, from all Settled Claims, as defined below, and further agrees and covenants not to sue Released Persons for any Settled Claims.
4. **Person.** The term "Person" as used herein shall mean 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.
5. **Released Persons.** The term "Released Persons" as used herein shall mean:
  - (a) Organon USA, Inc., Akzo Nobel N.V., Merck & Co., Inc., and/or other Named Defendants;
  - (b) Any and all suppliers of materials, components, and services used in the manufacture of NuvaRing, including the labeling and packaging thereof;
  - (c) All distributors of NuvaRing, including wholesale distributors, retail distributors, private label distributors, pharmacists, pharmacies, hospitals, and clinics, with respect to their distribution of NuvaRing, and sale representatives;
  - (d) All health care providers, whether entities or individuals, including without limitation physicians, pharmacists, nurses, pharmacies, hospitals, and medical centers who provided treatment in any way related to Claimant's alleged use of NuvaRing, all health care providers who prescribed NuvaRing for Claimant, all pharmacists and pharmacies who dispensed NuvaRing to Claimant;
  - (e) Any direct or indirect parent, subsidiary, affiliate, shareholder, predecessor or successor of any of the Persons identified in subparagraphs (a)-(d) above.
  - (f) Any other Person against whom Claimant has asserted or 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 NuvaRing, whether as a joint tortfeasor or otherwise, under any theory of law or equity;
  - (g) Any attorney, law firm, and its employees representing the Named Defendants or other Released Persons in regard to Claimant's alleged use of NuvaRing and Claimant's asserted claims against the Named Defendants or other Released Persons;

- (h) Any insurer of any of the Persons identified in subparagraphs (a)-(g) above in its capacity as such (and any reinsurer of such insurer in its capacity as such); and
  - (i) Any past, present or future officer, director, employee, partner, trustee, representative, agent, servant, attorney, or assignee of any of the Persons identified in subparagraphs (a)-(h) above in his or her capacity as such.
6. **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 NuvaRing, alone or in combination with any other substance, or any other transaction between Claimant and Released Persons relating to Claimant’s alleged use of NuvaRing. 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 the Named Defendants and/or other Released Persons in connection with this settlement or the defense of the Named Defendants and/or other Released Persons as that defense relates to NuvaRing claims asserted by any plaintiff or claimant, including Claimant. These “Settled Claims” include, without limitation and by way of example, all NuvaRing-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 or Medicaid 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.
7. **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.
8. **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 NuvaRing 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 the 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 NuvaRing and the Released Persons’ activities as they relate to NuvaRing. 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. Claimant expressly waives any and all rights the Claimant may have under any statute, code, regulation, ordinance or the common law, which may limit or restrict the effect of a general release as to claims, including claims that the Claimant does not know or suspect to exist in the Claimant’s favor at the time of the Release. Specifically, the Claimant acknowledges that the Claimant has been advised by the Claimant’s attorneys concerning, and are familiar with, the California Civil Code Section 1542, and the Claimant expressly waives any and all rights under California Civil Code Section 1542 and under any other federal or state statute or law of similar effect.

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 NuvaRing or the purchase, use, manufacture, sale, design, distribution, promotion, marketing, clinical investigation, testing, administration, regulatory approval or labeling of NuvaRing;
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 NuvaRing 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 Person in connection with NuvaRing;
4. Which arises directly or indirectly out of or is in any manner related to Claimant's alleged use of NuvaRing, 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 NuvaRing, 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 NuvaRing, 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.

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 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 NuvaRing.

F. **Medical Bills, Liens, and Other Potential Rights for Reimbursement.**

1. **Responsibility for Identification, Notification, and Satisfaction of Insurer, Healthcare Provider or other Liens, Claims, Subrogated Rights or Obligations.**

- (a) Claimant agrees that it is Claimant's and her counsel's sole responsibility to identify to the Claims Administrator and Organon all actual or potential insurers and all known third-party claimants with subrogation or reimbursement interests related to the released injuries (pursuant to any applicable state law or contractual terms) that are not Governmental Payors (collectively, "Potential Third-Party Claimants"). Claimant and her counsel represent and warrant that they will use best efforts and reasonable diligence to identify such Potential Third-Party Claimants.
- (b) Claimant agrees it is her sole responsibility to satisfy or otherwise resolve any and all claims held by all Potential Third-Party Claimants and further agrees that the Released Persons shall have no responsibility for satisfaction of the same.
- (c) Claimant shall indemnify, repay and hold the Released Persons harmless from any and all claims held by all Potential Third-Party Claimants, whether existing as of the date of becoming a Program Participant or arising thereafter. This includes payments of all fees and litigation expenses.
- (d) Claimant and her counsel shall execute and comply with the terms and requirements of the Identification of Potential Third-Party Claimants, contained in Appendix H-1 of the MSA, which is required as part of the Claim Package. The terms and conditions set forth in Section 3.05 of the MSA govern the Claims Administrator's acceptance of the Identification of Potential Third-



Party Claimants, including the notice and cure provisions set forth in Section 3.05(A)-(E) of the MSA in the event the Claims Administrator determines deficiencies exist regarding the Identification of Potential Third-Party Claimants.

- (e) If the Claims Administrator or Organon is or becomes aware of Potential Third-Party Claimants, it may provide notice of those to Claimant and her counsel by submitting the Notice of Potential Third-Party Claimants, contained in Appendix H-2 of the MSA. Upon receipt of a completed Appendix H-2, Claimant and her counsel must amend their Appendix H-1 to include the identified parties, and assume all responsibilities and obligations to satisfy or resolve those interests before any Settlement Payment will be made. The Amended Appendix H-1 (Identification of Third-Party Claimants) shall be resubmitted to the Claims Administrator within ten (10) days of receipt of the new information contained in Appendix H-2.
- (f) In the event that Claimant and her counsel have unresponsive or unwilling Potential Third-Party Claimants, they shall complete the Notice of Third-Party Claimant Dispute, contained in Appendix H-3 of the MSA, to notify the Claims Administrator and Organon of the dispute. The Claims Administrator may then refer the dispute to the Special Master for handling pursuant to Section 5.03 of the MSA.
- (g) Claimant and her counsel shall provide proof of resolution of any and all claims held by Potential Third-Party Claimants to Organon and the Claims Administrator by executing, submitting, and complying with the terms and requirements of the Certification of Third-Party Claimant Resolution, contained in Appendix H-4 of the MSA, as a condition precedent for any payment from the Qualified Settlement Fund.
- (h) If Claimant fails to meet the requirements of this Section (F)(1), or of Section 9.01(A) of the MSA, she shall not be entitled to payment under the terms of this Agreement and such failure shall be an independent cause for dismissal of her claim, with prejudice. Completion of the requirements of this Section (F)(1), and of Section 9.01(A) of the MSA, is a **CONDITION PRECEDENT** to the distribution of any Settlement Payment from the Qualified Settlement Fund to Claimant. For the avoidance of doubt, the **CONDITION PRECEDENT** in this Section is not a **CONDITION PRECEDENT** to Organon's funding obligations into the Qualified Settlement Fund under Section 6.01 of the MSA, but is only a **CONDITION PRECEDENT** to the distribution of any Claimant's

Settlement Payment from the Qualified Settlement Fund to the Claimant.

2. **Procedure Regarding Payments by Governmental Payors.** With respect to potential payments made on Claimant's behalf by Medicare or Medicaid; a Medicare or Medicaid 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 a CONDITION PRECEDENT to the distribution of any Settlement Payment from the Qualified Settlement Fund to Claimant, Claimant and her counsel agree as follows:
- (a) **Identification of Governmental Payors.** Claimant and her counsel agree it is their sole responsibility to identify for the Claims Administrator and Organon every Governmental Payor that may have made any payments on behalf of Claimant in any way related to Claimant's alleged use of NuvaRing from the time Claimant alleges she first suffered injury from the alleged use of NuvaRing through the Execution Date. Claimant and her counsel represent and warrant that they will use best efforts and reasonable diligence to identify such Governmental Payors.
  - (b) **Mandatory reporting obligations under MMSEA and State Medicaid Programs.**
    - (i) **Medicare:** Claimant and her counsel shall provide Organon with any information necessary for Organon to meet its mandatory reporting obligations to the Center for Medicare & Medicaid Services ("CMS") as mandated by Section 111 of the MMSEA. Any Claimant who was or is a Medicare beneficiary will execute and provide the information requested in the Medicare/Medicaid Addendum and Release and associated forms contained in Appendices I-1 through I-4 to the MSA.
    - (ii) **Medicaid and other Governmental Payors:** Claimant and her counsel further shall to provide Organon with any information necessary for Organon to meet any mandatory reporting requirements specific to each states' Medicaid or other governmental agency reporting and reimbursement laws and regulations. Any Claimant who was or is a Medicaid beneficiary will execute and provide the information and forms requested in the Medicare/Medicaid Addendum and Release contained in Appendix I to the MSA.
  - (c) **Notice of Settlement.** Claimant and her counsel shall provide the Claims Administrator and Organon's counsel a copy of a letter or other communication (i) notifying each Governmental Payor identified pursuant to Section F(2)(a) above (and section 9.01(B)(1) of the MSA) that a claim

related to Claimant's alleged use of NuvaRing 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 Claimant's alleged use of NuvaRing and the claimed amount of any such interest.

- (d) **Satisfaction of Governmental Payors' Interests.** Claimant and her counsel shall provide to Organon written documentation demonstrating that each Governmental Payor identified pursuant to Section F(2)(a) above (and section 9.01(B)(1) of the MSA) either:
- (i) holds no interest, including any Liens, in the Settlement Payment;
  - (ii) expressly releases any and all entities from any liability whatsoever for any interest, including any Liens, in the Settlement Payment;
  - (iii) agrees any interest, including any Liens, in the Settlement Payment has been finally and completely satisfied; or
  - (iv) has reached a binding agreement with Claimant setting forth in detail a specific dollar amount or percentage of the Settlement Payment 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 any Liens, in the Settlement Payment.
- (e) For the avoidance of doubt, the CONDITION PRECEDENT in this Section is not a CONDITION PRECEDENT to Organon's funding obligations into the Qualified Settlement Fund under Section 6.01 of the MSA but is only a CONDITION PRECEDENT to the distribution of Claimant's Settlement Payment from the Qualified Settlement Fund to Claimant.

**G. Claimant's Eligibility for Medicare or Medicaid and Claimant's Identifying Information.**

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:

1. Claimant and Claimant's Counsel represent and warrant that they have provided the Named Defendants with the following complete and accurate information: (1) Claimant's Social Security Number; (2) Claimant's full legal names; and (3) Claimant's date of birth.
2. By signing this Release, Claimant acknowledges and recognizes that the Named Defendants or their designated agent has and/or will use the information provided

to query the Centers for Medicare and Medicaid Services Coordination of Benefits Contractor (“COBC”) to determine Medicare and/or Medicaid 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 liens referenced in Section F above and 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 NuvaRing, 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 NuvaRing will be satisfied by 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 Person 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 Person for such payment or judgment.
- J. Payment.**
1. **Timing and Amount.** The settlement amount will become due and payable to Claimant as determined by the Plaintiffs’ Claims Review Committee (“PCRC”) as set forth in the MSA (“Settlement Payment”).
  2. **Full and Fair Consideration.** The Settlement Payment is made as full and fair consideration for releasing all claims identified in Section II.A of this Release and is being made on account of personal injuries within the meaning of §104 of the Internal Revenue Code of 1986, as amended, and/or, where applicable, wrongful death.
  3. **Satisfaction of Settled Claims.** The Settlement 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 MSA, 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 Person thereby.

6. **Dismissal.** If Claimant has filed an action against any of the Released Persons in connection with Claimant's alleged use of NuvaRing, 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 the Named Defendants' counsel a Stipulation of Dismissal With Prejudice ("Dismissal") regarding the pending action, pursuant to the terms of the MSA, and Claimant hereby authorizes the Named Defendants' counsel to file said Dismissal with the court or tribunal and enter it as a matter of record in accordance with the terms of the MSA, which filing shall fully and finally dispose of all claims asserted against any of the Released Persons in said action.
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 that may be allocated to her in the NuvaRing Resolution Program pursuant to Sections 3.06 and 6.01 of the MSA, (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 NuvaRing or otherwise. Claimant acknowledges that Released Persons expressly deny any liability relating to NuvaRing 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 New Jersey. 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 and the MSA constitutes the complete and entire agreement of the Parties with respect to the subject matter hereof. This Release may not be modified, contradicted, added to or altered in any way by previous written or oral agreements, nor by any contemporaneous or subsequent oral agreements. All antecedent or contemporaneous extrinsic representations, warranties or collateral provisions concerning the negotiation and preparation of the Release are intended to be discharged

and nullified. In any dispute involving the Release, no signatory shall introduce evidence of or seek to compel testimony concerning any oral or written communication made prior to the Effective Date or the date of execution of this Release with respect to the negotiation and preparation of the Release. Any change, modification, deletion or addition to this Release must be agreed to by all Parties and in writing and executed with the same formalities as this Release.

- 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 New Jersey. In the event of a dispute involving this Release, the parties irrevocably agree that venue for any such dispute shall lie before the Hon. Brian J. Martinotti, J.S.C., Superior Court of New Jersey, Law Division, Bergen County.

**P. Severability.**

1. 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 Release invalid, illegal or unenforceable in any respect.
2. Any provision of this Release 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, Claimant and Organon shall negotiate in good faith to modify this Release so as to effect the original intent of Claimant and Organon as closely as possible to the fullest extent permitted by applicable law. Nothing in this Paragraph P.2 is intended to, or shall, limit (1) Paragraph P.1 or (2) the intended effect of Paragraph O.

- 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 the Named Defendants, the Released Persons, or anyone else. Claimant further declares and acknowledges that she 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.

SIGNATURE BY CLAIMANT or REPRESENTATIVE CLAIMANT (If Claimant is Deceased, a Minor, or Incapacitated)	
Signature by Claimant or Representative Claimant:	
Date of Signature:	<div style="text-align: center;"> <div style="display: inline-block; width: 100px; border-bottom: 1px solid black; margin-bottom: 2px;"></div> <div style="display: inline-block; width: 100px; border-bottom: 1px solid black; margin-bottom: 2px;"></div> <div style="display: inline-block; width: 100px; border-bottom: 1px solid black; margin-bottom: 2px;"></div> </div> <div style="text-align: center;"> <div style="display: inline-block; width: 100px; border-bottom: 1px solid black; margin-bottom: 2px;"></div> <div style="display: inline-block; width: 100px; border-bottom: 1px solid black; margin-bottom: 2px;"></div> <div style="display: inline-block; width: 100px; border-bottom: 1px solid black; margin-bottom: 2px;"></div> </div> <div style="text-align: center;"> <div style="display: inline-block; width: 100px; border-bottom: 1px solid black; margin-bottom: 2px;"></div> <div style="display: inline-block; width: 100px; border-bottom: 1px solid black; margin-bottom: 2px;"></div> <div style="display: inline-block; 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SIGNATURE BY CLAIMANT'S COUNSEL	
Signature by Claimant's Counsel, individually and as authorized agent for Claimant:	
Date of Signature:	<div>_____/_____/_____ (month) (day) (year)</div>

## Appendix F-2

Release Pertaining to Action with Derivative Claims

**RELEASE, INDEMNITY, and ASSIGNMENT  
FOR CASES WITH DERIVATIVE CLAIMANTS**

<b>CLAIMANT</b>
-----------------

Name			
Address	Street		
	City	State	Zip

<b>Social Security Number</b>	<div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div> <div><b>(Enter numbers only)</b></div>
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**Check here if the Claimant is: ☐ Incapacitated or ☐ Deceased or a ☐ Minor and provide the following information for the Representative with the authority to act on the Claimant's behalf.**

<b>Representative's Name</b>	First	Middle	Last

<b>Representative's Address</b>	Street		
	City	State	Zip

<b>Representative's Social Security Number</b>	<div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div> <p><b>(Enter numbers only)</b></p>
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<b>DERIVATIVE CLAIMANT</b>
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Name	
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Address	Street		
	City	State	Zip

<b>Social Security Number</b>	<div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div> <div><b>(Enter numbers only)</b></div>
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**CLAIMANT'S COUNSEL (If none, check here: ☐)**

Name	
------	--

<b>Firm</b>	
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## **RELEASE, INDEMNITY, AND ASSIGNMENT [FOR CASES WITH DERIVATIVE PLAINTIFFS]**

### **RELEASE, INDEMNITY, AND ASSIGNMENT**

THIS RELEASE, INDEMNITY, and ASSIGNMENT (“Release”) is made and entered into by the undersigned Claimant or Representative Claimant, and the Derivative Claimant(s) (as defined below) on the date signed below.

#### **I. RECITALS**

WHEREAS a claim has been asserted by or on behalf of Claimant against Organon USA, Inc. (“Organon”), and/or other defendants (collectively, “Named Defendants”), relating to Claimant’s alleged use of NuvaRing.

WHEREAS the Named Defendants 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 the Named Defendants 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 NuvaRing.

#### **II. RELEASE**

##### **A. Complete and General Release, Covenant Not To Sue and Assignment.**

1. **Claimants.** “Claimant” as used herein refers to the NuvaRing user by or on behalf of whom claims have been asserted. To the extent this Release is executed by a Representative Claimant, such Representative Claimant represents and warrants that he or she is properly authorized by law to execute this Release on behalf of the Claimant or, if the Claimant is deceased, the Claimant’s Estate. Such Representative Claimant also executes this Release on behalf of himself/herself, individually, to the extent he or she is also an “Other Releasing Person”, as defined below.
2. **Claimant’s Participation in Master Settlement Agreement.** Claimant (and/or any Other Releasing Persons, as defined below) acknowledges that she has elected to participate in a settlement described in the Master Settlement Agreement dated February 7, 2014 (“MSA”) between Organon and the Negotiating Plaintiffs’ Counsel, and that this Release is executed to implement obligations arising under that MSA. The definitions, terms and conditions of that MSA are hereby incorporated into this Release. Claimant (and/or any Other Releasing Persons, as defined below) acknowledges that she is bound by the MSA and that the undertakings and releases by Claimant and any Other Releasing

Persons provided for herein are made in consideration for Claimants' participation in the NuvaRing Resolution Program. Claimant and any Other Releasing Persons further acknowledge and agree to the allocation of the Settlement Funds described in Sections 3.06 and 6.01 of the MSA.

3. **Released Claims.** Claimant (and/or any Other Releasing Persons, as defined below), individually and for such Person's heirs, beneficiaries, agents, estate, executors, administrators, personal representatives, successors and assigns, releases and forever discharges the Released Persons, as defined below, from all Settled Claims, as defined below, and further agrees and covenants not to sue Released Persons for any Settled Claims. All releases, warranties, representations, covenants, assignments, promises and agreements of any kind made in this Release on Claimant's own behalf are also made on behalf of each and every Other Releasing Person (as defined below).
4. **Person.** The term "Person" as used herein shall mean 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.
5. **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 the Named Defendants and/or any other Released Persons, independently, derivatively or otherwise, by reason of their personal relationship with Claimant, and/or otherwise by, through or under, or otherwise in relation to, Claimant ("Derivative Claimants"). Derivative Claimants include, but are not limited to, Claimant's 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.
6. **Released Persons.** The term "Released Persons" as used herein shall mean:
  - (a) Organon USA, Inc., Akzo Nobel N.V., Merck & Co., Inc., and/or other Named Defendants;
  - (b) Any and all suppliers of materials, components, and services used in the manufacture of NuvaRing, including the labeling and packaging thereof;
  - (c) All distributors of NuvaRing, including wholesale distributors, retail distributors, private label distributors, pharmacists, pharmacies, hospitals, and clinics, with respect to their distribution of NuvaRing, and sale representatives;
  - (d) All health care providers, whether entities or individuals, including without limitation physicians, pharmacists, nurses, pharmacies, hospitals, and medical centers who provided treatment in any way related to Claimant's alleged use of NuvaRing, all health care providers who

prescribed NuvaRing for Claimant, all pharmacists and pharmacies who dispensed NuvaRing to Claimant;

- (e) Any direct or indirect parent, subsidiary, affiliate, shareholder, predecessor or successor of any of the Persons identified in subparagraphs (a)-(d) above.
- (f) Any other Person against whom Claimant has asserted or 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 NuvaRing, whether as a joint tortfeasor or otherwise, under any theory of law or equity;
- (g) Any attorney, law firm, and its employees representing the Named Defendants or other Released Persons in regard to Claimant's alleged use of NuvaRing and Claimant's asserted claims against the Named Defendants or other Released Persons;
- (h) Any insurer of any of the Persons identified in subparagraphs (a)-(g) above in its capacity as such (and any reinsurer of such insurer in its capacity as such); and
- (i) Any past, present or future officer, director, employee, partner, trustee, representative, agent, servant, attorney, or assignee of any of the Persons identified in subparagraphs (a)-(h) above in his or her capacity as such.

7. **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 NuvaRing, alone or in combination with any other substance, or any other transaction between Claimant and Released Persons relating to Claimant's alleged use of NuvaRing. 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 the Named Defendants and/or other Released Persons in connection with this settlement or the defense of the Named Defendants and/or other Released Persons as that defense relates to NuvaRing claims asserted by any plaintiff or claimant, including Claimant. These "Settled Claims" include, without limitation and by way of example, all NuvaRing-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 or Medicaid 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.
8. **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.
9. **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 NuvaRing 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 the 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 NuvaRing and the Released Persons' activities as they relate to NuvaRing. 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. Claimant expressly waives any and all rights the Claimant may have under any statute, code, regulation, ordinance or the common law, which may limit or restrict the effect of a general release as to claims, including claims that the Claimant does not know or suspect to exist in the Claimant's favor at the time of the Release. Specifically, the Claimant acknowledges that the Claimant has been advised by the Claimant's attorneys concerning, and are familiar with, the California Civil Code Section 1542, and the Claimant expressly waives any and all rights under California Civil Code Section 1542 and under any other federal or state statute or law of similar effect.

**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 NuvaRing or the purchase, use, manufacture, sale, design, distribution, promotion, marketing, clinical investigation, testing, administration, regulatory approval or labeling of NuvaRing;
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 NuvaRing 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 Person in connection with NuvaRing;
4. Which arises directly or indirectly out of or is in any manner related to Claimant's alleged use of NuvaRing, 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 NuvaRing, 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 NuvaRing, 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.

**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 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 NuvaRing.

**F. Medical Bills, Liens, and Other Potential Rights for Reimbursement.**

1. **Responsibility for Identification, Notification, and Satisfaction of Insurer, Healthcare Provider or other Liens, Claims, Subrogated Rights or Obligations.**
  - (a) Claimant agrees that it is Claimant's and her counsel's sole responsibility to identify to the Claims Administrator and Organon all actual or potential insurers and all known third-party claimants with subrogation or reimbursement interests related to the released injuries (pursuant to any applicable state law or contractual terms) that are not Governmental Payors (collectively, "Potential Third-Party Claimants"). Claimant and her counsel represent and warrant that they will use best efforts and reasonable diligence to identify such Potential Third-Party Claimants.

- (b) Claimant agrees it is her sole responsibility to satisfy or otherwise resolve any and all claims held by all Potential Third-Party Claimants and further agrees that the Released Persons shall have no responsibility for satisfaction of the same.
- (c) Claimant shall indemnify, repay and hold the Released Persons harmless from any and all claims held by all Potential Third-Party Claimants, whether existing as of the date of becoming a Program Participant or arising thereafter. This includes payments of all fees and litigation expenses.
- (d) Claimant and her counsel shall execute and comply with the terms and requirements of the Identification of Potential Third-Party Claimants, contained in Appendix H-1 of the MSA, which is required as part of the Claim Package. The terms and conditions set forth in Section 3.05 of the MSA govern the Claims Administrator's acceptance of the Identification of Potential Third-Party Claimants, including the notice and cure provisions set forth in Section 3.05(A)-(E) of the MSA in the event the Claims Administrator determines deficiencies exist regarding the Identification of Potential Third-Party Claimants.
- (e) If the Claims Administrator or Organon is or becomes aware of Potential Third-Party Claimants, it may provide notice of those to Claimant and her counsel by submitting the Notice of Potential Third-Party Claimants, contained in Appendix H-2 of the MSA. Upon receipt of a completed Appendix H-2, Claimant and her counsel must amend their Appendix H-1 to include the identified parties, and assume all responsibilities and obligations to satisfy or resolve those interests before any Settlement Payment will be made. The Amended Appendix H-1 (Identification of Third-Party Claimants) shall be resubmitted to the Claims Administrator within ten (10) days of receipt of the new information contained in Appendix H-2.
- (f) In the event that Claimant and her counsel have unresponsive or unwilling Potential Third-Party Claimants, they shall complete the Notice of Third-Party Claimant Dispute, contained in Appendix H-3 of the MSA, to notify the Claims Administrator and Organon of the dispute. The Claims Administrator may then refer the dispute to the Special Master for handling pursuant to Section 5.03 of the MSA.
- (g) Claimant and her counsel shall provide proof of resolution of any and all claims held by Potential Third-Party Claimants to Organon and the Claims Administrator by executing, submitting, and complying with the terms and requirements of the Certification of

Third-Party Claimant Resolution, contained in Appendix H-4 of the MSA, as a condition precedent for any payment from the Qualified Settlement Fund.

- (h) If Claimant fails to meet the requirements of this Section (F)(1), or of Section 9.01(A) of the MSA, she shall not be entitled to payment under the terms of this Agreement and such failure shall be an independent cause for dismissal of her claim, with prejudice. Completion of the requirements of this Section (F)(1), and of Section 9.01(A) of the MSA, is a CONDITION PRECEDENT to the distribution of any Settlement Payment from the Qualified Settlement Fund to Claimant. For the avoidance of doubt, the CONDITION PRECEDENT in this Section is not a CONDITION PRECEDENT to Organon's funding obligations into the Qualified Settlement Fund under Section 6.01 of the MSA, but is only a CONDITION PRECEDENT to the distribution of any Claimant's Settlement Payment from the Qualified Settlement Fund to the Claimant.

- 2. **Procedure Regarding Payments by Governmental Payors.** With respect to potential payments made on Claimant's behalf by Medicare or Medicaid; a Medicare or Medicaid 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 a CONDITION PRECEDENT to the distribution of any Settlement Payment from the Qualified Settlement Fund to Claimant, Claimant and her counsel agree as follows:

- (a) **Identification of Governmental Payors.** Claimant and her counsel agree it is their sole responsibility to identify for the Claims Administrator and Organon every Governmental Payor that may have made any payments on behalf of Claimant in any way related to Claimant's alleged use of NuvaRing from the time Claimant alleges she first suffered injury from the alleged use of NuvaRing through the Execution Date. Claimant and her counsel represent and warrant that they will use best efforts and reasonable diligence to identify such Governmental Payors.
- (b) **Mandatory reporting obligations under MMSEA and State Medicaid Programs.**
  - (i) **Medicare:** Claimant and her counsel shall provide Organon with any information necessary for Organon to meet its mandatory reporting obligations to the Center for Medicare & Medicaid Services ("CMS") as mandated by Section 111 of the MMSEA. Any Claimant who was or is a Medicare beneficiary will execute and provide the information requested in the Medicare/Medicaid

Addendum and Release and associated forms contained in Appendices I-1 through I-4 to the MSA.

- (ii) **Medicaid and other Governmental Payors:** Claimant and her counsel further shall to provide Organon with any information necessary for Organon to meet any mandatory reporting requirements specific to each states' Medicaid or other governmental agency reporting and reimbursement laws and regulations. Any Claimant who was or is a Medicaid beneficiary will execute and provide the information and forms requested in the Medicare/Medicaid Addendum and Release contained in Appendix I to the MSA.
- (c) **Notice of Settlement.** Claimant and her counsel shall provide the Claims Administrator and Organon's counsel a copy of a letter or other communication (i) notifying each Governmental Payor identified pursuant to Section F(2)(a) above (and section 9.01(B)(1) of the MSA) that a claim related to Claimant's alleged use of NuvaRing 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 Claimant's alleged use of NuvaRing and the claimed amount of any such interest.
- (d) **Satisfaction of Governmental Payors' Interests.** Claimant and her counsel shall provide to Organon written documentation demonstrating that each Governmental Payor identified pursuant to Section F(2)(a) above (and section 9.01(B)(1) of the MSA) either:
  - (i) holds no interest, including any Liens, in the Settlement Payment;
  - (ii) expressly releases any and all entities from any liability whatsoever for any interest, including any Liens, in the Settlement Payment;
  - (iii) agrees any interest, including any Liens, in the Settlement Payment has been finally and completely satisfied; or
  - (iv) has reached a binding agreement with Claimant setting forth in detail a specific dollar amount or percentage of the Settlement Payment 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 any Liens, in the Settlement Payment.
- (e) For the avoidance of doubt, the CONDITION PRECEDENT in this Section is not a CONDITION PRECEDENT to Organon's funding obligations into the Qualified Settlement Fund under Section 6.01 of the

MSA but is only a CONDITION PRECEDENT to the distribution of Claimant's Settlement Payment from the Qualified Settlement Fund to Claimant.

**G. Claimant's Eligibility for Medicare or Medicaid and Claimant's Identifying Information.**

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:

1. Claimant and Claimant's Counsel represent and warrant that they have provided the Named Defendants with the following complete and accurate information: (1) Claimant's Social Security Number; (2) Claimant's full legal names; and (3) Claimant's date of birth.
2. By signing this Release, Claimant acknowledges and recognizes that the Named Defendants or their designated agent has and/or will use the information provided to query the Centers for Medicare and Medicaid Services Coordination of Benefits Contractor ("COBC") to determine Medicare and/or Medicaid 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 liens referenced in Section F above and 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 NuvaRing, 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 NuvaRing will be satisfied by 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 Person 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 Person for such payment or judgment.

**J. Payment.**

1. **Timing and Amount.** The settlement amount will become due and payable to Claimant as determined by the Plaintiffs' Claims Review Committee ("PCRC") as set forth in the MSA ("Settlement Payment").

2. **Full and Fair Consideration.** The Settlement Payment is made as full and fair consideration for releasing all claims identified in Section II.A of this Release and is being made on account of personal injuries within the meaning of §104 of the Internal Revenue Code of 1986, as amended, and/or, where applicable, wrongful death.
3. **Satisfaction of Settled Claims.** The Settlement 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 MSA, 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 Person thereby.
6. **Dismissal.** If Claimant has filed an action against any of the Released Persons in connection with Claimant's alleged use of NuvaRing, 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 the Named Defendants' counsel a Stipulation of Dismissal With Prejudice ("Dismissal") regarding the pending action, pursuant to the terms of the MSA, and Claimant hereby authorizes the Named Defendants' counsel to file said Dismissal with the court or tribunal and enter it as a matter of record in accordance with the terms of the MSA, which filing shall fully and finally dispose of all claims asserted against any of the Released Persons in said action.
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 that may be allocated to her in the NuvaRing Resolution Program pursuant to Sections 3.06 and 6.01 of the MSA, (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 NuvaRing or otherwise. Claimant acknowledges that Released Persons expressly deny any liability relating to NuvaRing 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 New Jersey. 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 and the MSA constitutes the complete and entire agreement of the Parties with respect to the subject matter hereof. This Release may not be modified, contradicted, added to or altered in any way by previous written or oral agreements, nor by any contemporaneous or subsequent oral agreements. All antecedent or contemporaneous extrinsic representations, warranties or collateral provisions concerning the negotiation and preparation of the Release are intended to be discharged and nullified. In any dispute involving the Release, no signatory shall introduce evidence of or seek to compel testimony concerning any oral or written communication made prior to the Effective Date or the date of execution of this Release with respect to the negotiation and preparation of the Release. Any change, modification, deletion or addition to this Release must be agreed to by all Parties and in writing and executed with the same formalities as this Release.
- 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 New Jersey. In the event of a dispute involving this Release, the parties irrevocably agree that venue for any such dispute shall lie before the Hon. Brian J. Martinotti, J.S.C., Superior Court of New Jersey, Law Division, Bergen County.
- P. **Severability.**
1. 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 Release invalid, illegal or unenforceable in any respect.
  2. Any provision of this Release 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, Claimant and Organon shall negotiate in good faith to modify this Release so as to effect the original intent of Claimant and Organon as closely as possible to the fullest extent permitted by applicable law. Nothing in this Paragraph P.2 is intended to, or shall, limit (1) Paragraph P.1 or (2) the intended effect of Paragraph O.

- 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 the Named Defendants, the Released Persons, or anyone else. Claimant further declares and acknowledges that she 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.



SIGNATURE BY CLAIMANT or REPRESENTATIVE CLAIMANT (If Claimant is Deceased, a Minor, or Incapacitated)	
Signature by Claimant or Representative Claimant:	
Date of Signature:	<div style="text-align: center;"> <div style="display: inline-block; width: 100px; border-bottom: 1px solid black; margin-bottom: 2px;"></div> <div style="display: inline-block; width: 100px; border-bottom: 1px solid black; margin-bottom: 2px;"></div> <div style="display: inline-block; width: 100px; border-bottom: 1px solid black; margin-bottom: 2px;"></div> </div> <div style="text-align: center;"> <div style="display: inline-block; width: 100px; border-bottom: 1px solid black; margin-bottom: 2px;"></div> <div style="display: inline-block; width: 100px; border-bottom: 1px solid black; margin-bottom: 2px;"></div> <div style="display: inline-block; width: 100px; border-bottom: 1px solid black; margin-bottom: 2px;"></div> </div> <div style="text-align: center;"> <div style="display: inline-block; width: 100px; border-bottom: 1px solid black; margin-bottom: 2px;"></div> <div style="display: inline-block; width: 100px; border-bottom: 1px solid black; margin-bottom: 2px;"></div> <div style="display: inline-block; 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## SIGNATURE AND AGREEMENT BY DERIVATIVE CLAIMANT

I am a person having or asserting the right to sue the Named Defendants by reason of my relationship with Claimant (or, if Claimant is a legal representative of a NuvaRing user, such NuvaRing user). I hereby enter into the Release to which this signature page is attached and agree to be bound by all of the terms of the MSA 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.

**Signature of Derivative Claimant:**

**Date of Signature:**

\_\_\_\_/\_\_\_\_/\_\_\_\_  
(month) (day) (year)

## NOTARIZATION

**BEFORE ME, the undersigned authority, the Person known to be the Derivative Claimant named above personally appeared on the Signature Date shown and acknowledged under oath to my satisfaction that he/she has signed, sealed and delivered this document as his or her act and deed for the purposes therein expressed and in the capacity therein expressed.**

**Signature by Notary:**

**Notary Public in and for the State or Jurisdiction:**

**Date Notary Commission Expires**

\_\_\_\_/\_\_\_\_/\_\_\_\_  
(month) (day) (year)

☐ Notary: Check here if your Notary Commission has no expiration date under the law of your jurisdiction.

**Place Notary Seal or Stamp in this Space:**

Notary: ☐ Check here if your jurisdiction does not require a seal or stamp.

SIGNATURE BY COUNSEL FOR CLAIMANT and DERIVATIVE CLAIMANT	
Signature by Claimant's Counsel, individually and as authorized agent of Claimant and Derivative Claimant:	
Date of Signature:	<div style="text-align: right;"> <div style="display: inline-block; text-align: center;"> <div style="border-bottom: 1px solid black; width: 100px; margin: 0 auto;"></div> <div>(month)</div> </div> <div style="display: inline-block; vertical-align: middle; margin: 0 10px;">/</div> <div style="display: inline-block; text-align: center;"> <div style="border-bottom: 1px solid black; width: 100px; margin: 0 auto;"></div> <div>(day)</div> </div> <div style="display: inline-block; vertical-align: middle; margin: 0 10px;">/</div> <div style="display: inline-block; text-align: center;"> <div style="border-bottom: 1px solid black; width: 100px; margin: 0 auto;"></div> <div>(year)</div> </div> </div>

# Appendix G-1

MDL Stipulation of Dismissal

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION**

IN RE: NUVARING PRODUCTS LIABILITY LITIGATION	)	4:08 MDL 1964 RWS
	)	
	)	
	)	MDL No. 1964
	)	
<b>This Document Relates to:</b>	)	
	)	
	)	
	)	
Plaintiff(s),	)	Civil Action No. _____
<b>v.</b>	)	
	)	
	)	
	)	
Defendant(s).	)	
	)	

**STIPULATION OF DISMISSAL WITH PREJUDICE AS TO ALL  
DEFENDANTS**

Pursuant to Fed R. Civ. P. 41(a)(1)(ii), the undersigned counsel hereby stipulate that all claims of Plaintiff, \_\_\_\_\_, [individually and as representative of \_\_\_\_\_,] against all Defendants in the above captioned matter be dismissed in their entirety with prejudice, each party to bear its own costs.

[Attorney for Plaintiff] [Firm Name, Address and Telephone]	Attorney for Defendants
--	-------------------------

Dated: _____	Dated: _____
--------------	--------------

# Appendix G-2

New Jersey Stipulation of Dismissal

**STIPULATION OF DISMISSAL  
WITH PREJUDICE AS TO ALL  
DEFENDANTS**

Dated: \_\_\_\_\_

# Appendix H-1

Identification of Potential Third-Party Claimants



## IDENTIFICATION OF POTENTIAL THIRD-PARTY CLAIMANTS

## A. PROGRAM PARTICIPANT'S INFORMATION

<b>1. Name</b>	Last	First	Middle Initial
<b>2. Date of Birth</b>	____/____/____ (MM/DD/YYYY)	<b>3. Social Security Number</b>	____ - ____ - ____

## B. INFORMATION FOR PROGRAM PARTICIPANT'S COUNSEL

<b>4. Does the Program Participant have Legal Counsel?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, complete Item 5. If No, skip to Section C	
<b>5. Legal Counsel's Name</b>	Last	First	Middle Initial

## C. IDENTIFICATION

**Instructions:** Identify all actual or potential insurers and all known third-party claimants with subrogation or reimbursement interests related to the released injuries (pursuant to any applicable state law or contractual terms) that are not Governmental Payors.

☐ Uninsured

For each entity you list, provide all available information requested, as well as a front and back copy of your insurance card, if available.

Insurer/Plan Name	Policy/Plan Number(s). (Include copy of Insurance Card)	Dates of Coverage/ Eligibility	Policyholder/ Subscriber Name	Coverage Description (Primary/Secondary/ Supplemental)

Known Third-Party Claimants	Address	Description of Claim

## D. SIGNATURE OF PROGRAM PARTICIPANT

I acknowledge and understand that Program Participants are required to identify all actual or potential insurers and all known third-party claimants with subrogation or reimbursement interests related to the released injuries (pursuant to any applicable state law or contractual terms) that are not Governmental Payors.

The signature hereto constitutes certification under penalty of perjury that the information provided in and with this Form is true and correct to the best of my knowledge, information and belief.

<b>Signature</b>		<b>Date</b>	____/____/____ (MM/DD/YYYY)
<b>Printed Name</b>	First	Middle Initial	Last

## IDENTIFICATION OF POTENTIAL THIRD-PARTY CLAIMANTS

## E. SIGNATURE OF COUNSEL

I acknowledge and understand that Program Participants are required to identify all actual or potential insurers and all known third-party claimants with subrogation or reimbursement interests related to the released injuries (pursuant to any applicable state law or contractual terms) that are not Governmental Payors.

The signature hereto constitutes certification under penalty of perjury that the information provided in and with this Form is true and correct to the best of my knowledge, information and belief.

Signature

Date

\_\_\_\_/\_\_\_\_/\_\_\_\_  
(MM/DD/YYYY)

Printed  
Name

First

Middle Initial

Last

# Appendix H-2

Notice of Potential Third-Party Claimants

## NOTICE OF POTENTIAL THIRD-PARTY CLAIMANTS

### A. NOTICE TO PROGRAM PARTICIPANT

<b>1. Name</b>	Last	First	Middle Initial
<b>2. Date of Birth</b>	____/____/____ (MM/DD/YYYY)	<b>3. Social Security Number</b>	____ - ____ - _____

### B. PROGRAM PARTICIPANT'S COUNSEL

<b>4. Legal Counsel's Name</b>	Last	First	Middle Initial
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### C. ADDITIONAL THIRD-PARTY CLAIMANTS

**Instructions:** You are receiving this Notice because Organon or the Claims Administrator have identified additional actual or potential insurers and/or known third-party claimants with subrogation or reimbursement interests related to the released injuries (pursuant to any applicable state law or contractual terms) that are not Governmental Payors. The omitted Potential Third-Party Claimants are listed below.

Insurer/Plan Name	Policy/Plan Number(s). (Include copy of Insurance Card)	Dates of Coverage/ Eligibility	Policyholder/ Subscriber Name	Coverage Description (Primary/Secondary/ Supplemental)

Known Third-Party Claimants	Address	Description of Claim

### D. NOTICE OF RESPONSIBILITY TO IDENTIFY OR AMEND

Upon receipt of this Notice, the above-identified Program Participant and their counsel must amend their Identification of Third-Party Claimants to include the additional Potential Third-Party Claimants identified in this Notice. Any Amended Identification of Third-Party Claimants shall be resubmitted to the Claims Administrator within ten (10) days of receipt of this Notice.

Program Participant and their counsel assume all responsibilities and obligations to satisfy or resolve these interests before any payment will be made.

# Appendix H-3

Notice of Third-Party Claimant Dispute

## NOTICE OF THIRD-PARTY CLAIMANT DISPUTE

## A. PROGRAM PARTICIPANT'S INFORMATION

<b>1. Name</b>	Last	First	Middle Initial
<b>2. Date of Birth</b>	____/____/____ (MM/DD/YYYY)	<b>3. Social Security Number</b>	____ - ____ - ____

## B. INFORMATION FOR PROGRAM PARTICIPANT'S COUNSEL

<b>4. Does the Program Participant have Legal Counsel?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, complete Item 5. If No, skip to Section C	
<b>5. Legal Counsel's Name</b>	Last	First	Middle Initial

## C. IDENTIFICATION OF UNRESOLVED OR UNRESPONSIVE CLAIMANTS

Program Participant certifies that good faith efforts have been made to contact and resolve any claims or interests the following Potential Third-Party Claimants may claim exist in the approved Settlement Payment in this program. Program Participant hereby requests review of these disputed issues by the Special Master pursuant to Section 5.03 and 9.01(a)(6) and its Appendices.

For each entity you list, provide all correspondence, communication or attempted resolution for review by the Claims Administrator.

Insurer/Plan Name	Policy/Plan Number(s). (Include copy of Insurance Card)	Dates of Coverage/ Eligibility	Policyholder/ Subscriber Name	Coverage Description (Primary/Secondary/ Supplemental)

Known Third-Party Claimants	Address	Description of Claim

## D. SIGNATURE OF PROGRAM PARTICIPANT

I acknowledge and understand that Program Participants are required to identify all actual or potential insurers and all known third-party claimants with subrogation or reimbursement interests related to the released injuries (pursuant to any applicable state law or contractual terms) that are not Governmental Payors.

The signature hereto constitutes certification under penalty of perjury that the information provided in and with this Form is true and correct to the best of my knowledge, information and belief.

<b>Signature</b>	Date		____/____/____ (MM/DD/YYYY)
<b>Printed Name</b>	First	Middle Initial	Last

**E. SIGNATURE OF COUNSEL**

I acknowledge and understand that Program Participants are required to identify all actual or potential insurers and all known third-party claimants with subrogation or reimbursement interests related to the released injuries (pursuant to any applicable state law or contractual terms) that are not Governmental Payors.

The signature hereto constitutes certification under penalty of perjury that the information provided in and with this Form is true and correct to the best of my knowledge, information and belief.

<b>Signature</b>			<b>Date</b>	____/____/____ (MM/DD/YYYY)
<b>Printed Name</b>	First	Middle Initial	Last	

# Appendix H-4

Certification of Third-Party Claimant Resolution



# CERTIFICATION OF THIRD-PARTY CLAIMANT RESOLUTION

## A. PROGRAM PARTICIPANT'S INFORMATION

<b>1. Name</b>	<small>Last</small>	<small>First</small>	<small>Middle Initial</small>
<b>2. Date of Birth</b>	<div style="border-bottom: 1px solid black; width: 100px; margin: 0 auto;"> <div style="display: inline-block; width: 20px; text-align: center;">/</div> <div style="display: inline-block; width: 20px; text-align: center;">/</div> <div style="display: inline-block; width: 60px;"></div> </div> <div style="font-size: 0.8em; margin-top: 2px;">(MM/DD/YYYY)</div>	<b>3. Social Security Number</b>	<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="font-size: 0.8em;">-</div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="font-size: 0.8em;">-</div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px;"></div> </div>

## B. INFORMATION FOR PROGRAM PARTICIPANT'S COUNSEL

<b>4. Does the Program Participant have Legal Counsel?</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If Yes, complete Item 5. If No, skip to Section C
<b>5. Legal Counsel's Name</b>	<small>Last</small>	<small>First</small>	<small>Middle Initial</small>

## C. ACKNOWLEDGEMENT OF RESPONSIBILITY

Each Program Participant and their counsel acknowledges and agrees it is their sole responsibility to satisfy or otherwise resolve any and all claims held by all Potential Third-Party Claimants and further agrees that the Released Persons shall have no responsibility for satisfaction of the same.

## D. SIGNATURE OF PROGRAM PARTICIPANT

The signature hereto constitutes my certification under penalty of perjury that I have complied with all requirements of Section 9.01(A), including complete and accurate submission of Appendix H-1, and Appendices H-2 through H-3 as applicable. I further certify under penalty of perjury that all claims held by all Potential Third-Party Claimants have been satisfied or otherwise resolved through the process set forth in Section 9.01(A) and its Appendices.

<b>Signature</b>		<b>Date</b>	<div style="border-bottom: 1px solid black; width: 100px; margin: 0 auto;"> <div style="display: inline-block; width: 20px; text-align: center;">/</div> <div style="display: inline-block; width: 20px; text-align: center;">/</div> <div style="display: inline-block; width: 60px;"></div> </div> <div style="font-size: 0.8em; margin-top: 2px;">(MM/DD/YYYY)</div>
<b>Printed Name</b>	<small>First</small>	<small>Middle Initial</small>	<small>Last</small>

## E. NOTARIZATION

BEFORE ME, the undersigned authority, the Person known to be the Program Participant named above personally appeared on the Signature Date shown and acknowledged under oath to my satisfaction that he/she has signed, sealed and delivered this document as his or her act and deed for the purposes therein expressed and in the capacity therein expressed.

<b>Signature by Notary:</b>			
<b>Notary Public in and for the State or Jurisdiction of:</b>			
<b>Date Notary Commission Expires:</b>	<div style="border-bottom: 1px solid black; width: 100px; margin: 0 auto;"> <div style="display: inline-block; width: 20px; text-align: center;">/</div> <div style="display: inline-block; width: 20px; text-align: center;">/</div> <div style="display: inline-block; width: 60px;"></div> </div> <div style="font-size: 0.8em; margin-top: 2px;">(MM) (DD) (YYYY)</div>	<input type="checkbox"/> Notary: Check here if your Notary Commission has no expiration date under the law of your jurisdiction.	
<b>Place Notary Seal or Stamp in this Space:</b>			
	Notary: <input type="checkbox"/> Check here if your jurisdiction does not require a seal or stamp.		

**CERTIFICATION OF THIRD-PARTY CLAIMANT RESOLUTION****F. SIGNATURE OF COUNSEL**

The signature hereto constitutes my certification under penalty of perjury that I have complied with all requirements of Section 9.01(A), including complete and accurate submission of Appendix H-1, and Appendices H-2 through H-3 as applicable. I further certify under penalty of perjury that all claims held by all Potential Third-Party Claimants have been satisfied or otherwise resolved through the process set forth in Section 9.01(A) and its Appendices.

<b>Signature</b>			<b>Date</b>	____/____/____ (MM/DD/YYYY)
<b>Printed Name</b>	First	Middle Initial	Last	

# Appendix I-1

Medicare/Medicaid Addendum and Release

**MEDICARE/MEDICAID ADDENDUM AND RELEASE****A. PROGRAM PARTICIPANT'S INFORMATION**

<b>1. Name</b>	Last	First	Middle Initial
<b>2. Date of Birth</b>	____/____/____ (MM/DD/YYYY)	<b>3. Social Security Number</b>	____ - ____ - ____

**B. INFORMATION FOR PROGRAM PARTICIPANT'S COUNSEL**

<b>4. Does the Program Participant have Legal Counsel?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, complete Item 5. If No, skip to Section C
<b>5. Legal Counsel's Name</b>	Last	First
		Middle Initial

**C. MANDATORY REPORTING OBLIGATIONS UNDER MMSEA AND MEDICAID PROGRAMS**

Each Participant who is or was a Medicare Beneficiary ("Medicare Participants") and her counsel agree to provide Organon with any information necessary for Organon to meet its mandatory reporting obligations to the Center for Medicare & Medicaid Services ("CMS") as mandated by Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007 ("MMSEA"), including but not limited to:

- 1) An executed, completed and accurate Compliance Form ("Appendix I-2"),
- 2) An executed, completed and accurate Medicare Confidential Reporting Information Form ("Appendix I-3"), and
- 3) An executed Consent to Release authorizing CMS to release Settling Participants' information ("Appendix I-4").

Medicare Participants and their Counsel will provide the Compliance Form at the time they submit their Intent to Opt In Forms. Reporting Forms shall be provided to Organon within 5 days of the Medicare Participant's acceptance of a set settlement amount. Medicare Participants and their Counsel agree to warrant that the information provided in the Compliance and Reporting Forms is accurate and complete, and agree to provide Organon with any additional information as required by CMS for Organon to comply with its mandatory reporting obligations under MMSEA. Participants and their Counsel further warrant they will comply with their reporting requirements under the Medicare Secondary Payer Act, any applicable State Medicaid statutes and regulations, and any other applicable state or federal law.

**D. INJURED SPOUSE BENEFICIARIES**

Participants and their Counsel will provide Appendices I-2 and I-3 for any Participant's spouse who is or was a Medicare Beneficiary who is claiming, alleging or releasing claims for personal or other injuries that could be covered by Medicare, Medicaid or other Governmental Payor ("Injured Spouse"). Participants and their Counsel will provide the Injured Spouse Compliance Form at the time they submit their Intent to Opt In Forms. Injured Spouse Reporting Forms shall be provided to Organon within 5 days of the Participant's acceptance of a set settlement amount. Beneficiary Participants and their Counsel agree to warrant that the information provided in the Compliance and Reporting Forms is accurate and complete, and agree to provide Organon with any additional information as required by CMS for Organon to comply with its mandatory reporting obligations under MMSEA. Beneficiary Participants and their Counsel further warrant they will comply with their reporting requirements under the Medicare Secondary Payer Act and any other applicable state or federal law.

**E. MEDICAID**

Participants and their Counsel further agree to provide Organon with any information necessary for Organon to meet any mandatory reporting requirements specific to each states' Medicaid or other governmental agency reporting and reimbursement laws and regulations. Beneficiary Participants and their Counsel further warrant they will comply with their reporting requirements under any applicable state Medicaid reporting requirements or other applicable state or federal law.

**MEDICARE/MEDICAID ADDENDUM AND RELEASE****F. FUTURE MEDICAL EXPENSES**

Beneficiary Participants recognize that they may incur future medical expenses arising from or related to the claims asserted in the Litigation and/or released in this Agreement after the date that they execute this Agreement ("Future Medical Expenses"). Beneficiary Participants understand and agree that this Agreement is intended to release Organon from all past, present and future claims, including Future Medical Expenses.

Beneficiary Participants understand and agree that Organon will not pay Participants' Future Medical Expenses nor will Organon establish any fund to pay Beneficiary Participants' Future Medical Expenses. Beneficiary Participants and their Counsel represent and warrant that they have reviewed the letter from Sally Stalcup of the Centers for Medicare and Medicaid Services ("CMS") concerning payment of medical expenses that may be incurred in the future. Beneficiary Participants understand that Medicare may, in the future, claim that Participants owed a duty to protect the Medicare Trust Fund (Medicare) from paying for Beneficiary Participants' Future Medical Expenses.

Beneficiary Participants also understand that if they fail to set aside or create a special account to pay for their Future Medical Expenses that CMS/Medicare/Medicare Advantage Plan may require Beneficiary Participants to expend up to the entire settlement amount on Medicare-covered expenses related to Beneficiary Participants' alleged exposure before Medicare will provide coverage for medical expenses arising out of Participants' alleged exposure and/or the claims asserted in the Litigation and/or released in this Agreement. In addition, CMS/Medicare may assert other penalties that adversely affect the Beneficiary Participants if Participants fail to set aside sufficient Settlement Funds to protect Medicare and the Medicare Trust Fund from paying for Beneficiary Participants' Future Medical Expenses. Participants voluntarily acknowledge and accept these risks and waive any claims or other private right of action against Organon under 42 U.S.C. Section 1395y(b)(3)(A).

**G. REPAYMENT/SATISFACTION OF MEDICARE CONDITIONAL PAYMENTS/ MEDICAID LIENS**

Pursuant to the terms of the Article IX, Section 9.02, no funds shall be distributed to any Participant from the Qualified Settlement Fund unless and until all Medicare Conditional Payment demands, Medicaid Liens, or other claims/liens of Governmental Payors are satisfied. Beneficiary Participant agrees to indemnify and hold harmless Organon for any Medicare/Medicaid or other Governmental Payor claim/lien/fine or right of action arising from Beneficiary Participant's failure to satisfy the same.

**H. SIGNATURE OF PROGRAM PARTICIPANT**

<b>Signature</b>			<b>Date</b>	____/____/____ (MM/DD/YYYY)
<b>Printed Name</b>	First	Middle Initial	Last	

**I. SIGNATURE OF COUNSEL**

<b>Signature</b>			<b>Date</b>	____/____/____ (MM/DD/YYYY)
<b>Printed Name</b>	First	Middle Initial	Last	

# Appendix I-2

## Compliance Form

The Centers for Medicare & Medicaid Services (CMS) is the federal agency that oversees the Medicare program. Many Medicare beneficiaries have other insurance in addition to their Medicare benefits. Sometimes, Medicare is supposed to pay after the other insurance. However, if certain other insurance delays payment, Medicare may make a "conditional payment" so as not to inconvenience the beneficiary, and recover after the other insurance pays.

Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007 (MMSEA), a new federal law that became effective January 1, 2009, requires that liability insurers (including self-insurers), no-fault insurers, and workers' compensation plans report specific information about Medicare beneficiaries who have other insurance coverage. This reporting is to assist CMS and other insurance plans to properly coordinate payment of benefits among plans so that your claims are paid promptly and correctly.

We are asking you to the answer the questions below so that we may comply with this law.

**Please review this picture of the Medicare card to determine if you have, or have ever had, a similar Medicare card.**



**Section III**

\_\_\_\_\_  
**Claimant Name (Please Print)**

\_\_\_\_\_  
**Claim Number**

For the reason(s) listed below, I have not provided the information requested. I understand that if I am a Medicare beneficiary and I do not provide the requested information, I may be violating obligations as a beneficiary to assist Medicare in coordinating benefits to pay my claims correctly and promptly.

**Reason(s) for Refusal to Provide Requested Information:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Signature of Person Completing This Form**

\_\_\_\_\_  
**Date**



# Appendix I-3

Medicare Confidential Reporting Information Form

**IN RE NUVARING® PRODUCTS LIABILITY LITIGATION****APPENDIX I-3****MEDICARE CONFIDENTIAL REPORTING INFORMATION FORM**

Pursuant to Section 111 of the Medicare, Medicaid and SCRIP Extension Act of 2007

<b>Case Name:</b>				<b>Case Number:</b>		
Is the injured party presently or has he/she ever qualified for or been enrolled in Medicare Part A or B? <input type="checkbox"/> Yes <input type="checkbox"/> No						
<b>Section A ALLEGED INJURED PARTY INFORMATION</b> (if party is DECEASED, also complete Section F) *Please see footnote at bottom of page						
<b>4. Medicare Claim Number</b> (also known as HICN):				<b>5. SSN:</b>		
<b>6. Injured Party Last Name:</b> (Please print name exactly as it appears on Social Security card.)		<b>7. Injured Party First Name:</b> (Please print name exactly as it appears on Social Security card.)		<b>8. Injured Party Middle Name:</b> (Please print name exactly as it appears on Social Security card.)		
<b>9. Gender:</b> <input type="checkbox"/> Male <input type="checkbox"/> Female		<b>10. Date of Birth</b> (MM/DD/YYYY):		<b>Deceased?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>Section B ALLEGED INCIDENT INFORMATION</b>						
<b>12. CMS Date of Incident:</b> Please state the date of accident or date of first exposure:			<b>13. Industry Date of Incident:</b> Please state the date of accident or date of last exposure:			
<b>15. ICD-9 Alleged Cause of injury, illness or incident code*:</b>		<b>17. State of Venue:</b>		<b>19. ICD-9 Diagnosis Codes**:</b>		
<b>Section C ALLEGED INJURED PARTY'S ATTORNEY OR OTHER REPRESENTATIVE INFORMATION</b>						
<b>84. Representative Type</b> (please check one): <input type="checkbox"/> A = Attorney <input type="checkbox"/> G = Guardian/Conservator <input type="checkbox"/> P = Power of Attorney <input type="checkbox"/> O = Other						
<b>85. Representative Last Name:</b>		<b>86. Representative First Name:</b>		<b>87. Representative Firm Name:</b>		
<b>88. TIN/EIN, if Firm Entity; Social Security Number if individual:</b>			<b>89. Mailing Address:</b>			
<b>91. City:</b>		<b>92. State:</b>	<b>93. Zip Code +4:</b>		<b>95. Phone:</b>	
					<b>96. Ext. (if any):</b>	
<b>Section D SETTLEMENT INFORMATION</b>						
<b>100. Date of Settlement:</b>			<b>101. Amount of Settlement:</b>			
<b>Section E SIGNATURE/ATTESTATION</b>						

I understand that the information requested is to assist the requesting insurance arrangement to accurately coordinate benefits with Medicare and to meet its mandatory reporting obligations under Medicare law.

\_\_\_\_\_  
**Plaintiff Name (Please Print)**\_\_\_\_\_  
**Claim Number**\_\_\_\_\_  
**Name of Person Completing This Form if Plaintiff is Unable (Please Print)**\_\_\_\_\_  
**Signature of Person Completing This Form**\_\_\_\_\_  
**Date**

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
**By:**\_\_\_\_\_  
**Attorney for Claimant**\_\_\_\_\_  
**State Bar #**\_\_\_\_\_  
**Firm Name**\_\_\_\_\_  
**Date**

\*THE CURRENT LIST OF VALID CODES ACCEPTED BY CMS FOR SECTION 111 REPORTED MAY BE FOUND AT:  
[www.cms.hhs.gov/ICD9ProviderDiagnosticCodes/06\\_codes.asp](http://www.cms.hhs.gov/ICD9ProviderDiagnosticCodes/06_codes.asp).

\*\*Please provide valid ICD-9 Codes for any injury or illness you allege arose from the allegations made against settling defendant.  
**NOTE:** separate ICD-9 codes are required for each body part you assert was/is affected.

The information in this form is to be held confidential and not used in discovery or in any proceeding in evidence or otherwise, except to communicate with the U.S. Government or its designee or to defend any claim of lien or fine pursuant to Medicare statutes, rules and regulations including MMSEA Section 111.

Case Name:

Case Number:

**ATTENTION**

**If Alleged Injured Party is NOT DECEASED and you have completed Page 1, you may stop here.**



*Please continue to Section F (Claimant Information) only if Alleged Injured Party in Section A is deceased.  
At least Claimant 1 information is required if Alleged Injured Party is deceased.*

<b>Case Name:</b>	<b>Case Number:</b>
-------------------	---------------------

<b>Section F CLAIMANT INFORMATION</b> <i>(Use only if Alleged Injured Party in Section A is deceased.)</i> Please fill out one for each separate Claimant.				
<b>CLAIMANT 1</b>				
<b>104. Claimant Relationship to Alleged Injured Party:</b> <input type="checkbox"/> E = Estate (Individual) <input type="checkbox"/> X = Estate (Entity) <input type="checkbox"/> O = Other (Individual) <input type="checkbox"/> F = Family (Individual) <input type="checkbox"/> Y = Family (Entity) <input type="checkbox"/> Z = Other (Entity)				
<b>105. TIN/EIN, if Entity; Social Security Number, if Individual:</b>			<b>106. Claimant Last Name:</b>	
<b>107. Claimant First Name:</b>			<b>108. Claimant Middle Initial:</b>	
<b>109. Claimant Entity/Organization Name:</b>				
<b>110. Mailing Address:</b>				
<b>112. City:</b>	<b>113. State:</b>	<b>114. Zip Code +4:</b>	<b>116. Phone:</b>	<b>117. Ext. (if any):</b>
<b>119. Claimant Relationship Type:</b> <input type="checkbox"/> A = Attorney <input type="checkbox"/> P = Power of Attorney <input type="checkbox"/> G = Guardian/Conservator <input type="checkbox"/> O = Other				
<b>120. Claimant Representative Last Name:</b>		<b>121. Claimant Representative First Name:</b>		<b>122. Claimant Representative Firm Name:</b>
<b>123. TIN/EIN, if Entity; Social Security Number, if Individual:</b>			<b>124. Representative Mailing Address:</b>	
<b>126. City:</b>	<b>127. State:</b>	<b>128. Zip Code +4:</b>	<b>130. Phone:</b>	<b>131. Ext. (if any):</b>

 \_\_\_\_\_  
 Signature(s) of Claimant 1 / Claimant 1 Representative

 \_\_\_\_\_  
 Date

 \_\_\_\_\_  
 Printed Name

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_.

 \_\_\_\_\_  
 By:

 \_\_\_\_\_  
 Attorney for Claimant

 \_\_\_\_\_  
 State Bar #

 \_\_\_\_\_  
 Firm Name

 \_\_\_\_\_  
 Date

# Appendix I-4

Medicare Consent to Release

## MEDICARE CONSENT TO RELEASE

### A. PROGRAM PARTICIPANT'S INFORMATION

<b>1. Name</b>	<small>Last</small>	<small>First</small>	<small>Middle Initial</small>
<b>2. Date of Birth</b>	<div style="text-align: center;">____/____/____ (MM/DD/YYYY)</div>	<b>3. Social Security Number</b>	<div style="text-align: center;"> _ _ _  -  _ _  -  _ _ _ _ _ </div>
<b>4. Date of Injury</b>	<div style="text-align: center;">____/____/____ (MM/DD/YYYY)</div>	<b>5. Medicare Health Insurance claim Number</b>	

### B. INFORMATION FOR PROGRAM PARTICIPANT'S COUNSEL

<b>6. Does the Program Participant have Legal Counsel?</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If Yes, complete Item 7. If No, skip to Section C
<b>7. Legal Counsel's Name</b>	<small>Last</small>	<small>First</small>	<small>Middle Initial</small>

### C. CONSENT TO RELEASE

I, the above-identified Program Participant, hereby authorize the CMS, its agents and/or contractors to release, upon request, information related to my injury/illness and/or settlement for the specified date of injury/illness to the individual and/or entity listed below.

I, the above-identified Program Participant, hereby authorize the CMS to release my information for ( ) One Year  
( ) Two Years ( ) Other \_\_\_\_\_  
(Provide a specific period of time)

I understand that I may revoke this "consent to release information" at any time, in writing.

Name of Entity	Contact for Entity	Address	Telephone	Insurance Carrier, Workers' Compensation Carrier, or Other

### D. SIGNATURE OF PROGRAM PARTICIPANT

<b>Signature</b>		<b>Date</b>	<div style="text-align: center;">____/____/____ (MM/DD/YYYY)</div>
<b>Printed Name</b>	<small>First</small>	<small>Middle Initial</small>	<small>Last</small>

# Appendix J

Chart of Time Limitations By State Or Territory

## TIME LIMITATIONS BY STATE OR TERRITORY

STATE or TERRITORY	LIMITATIONS PERIOD
Alabama	2 years
Alaska	2 years
American Samoa	2 years
Arizona	2 years
Arkansas	3 years
California	2 years
Colorado	2 years
Connecticut	3 years
Delaware	2 years
District of Columbia	3 years
Florida	4 years
Georgia	2 years
Guam	4 years
Hawaii	2 years
Idaho	2 years
Illinois	2 years
Indiana	2 years
Iowa	2 years
Kansas	2 years
Kentucky	1 year
Louisiana	1 year
Maine	6 years
Maryland	3 years



## TIME LIMITATIONS BY STATE OR TERRITORY

Massachusetts	3 years
Michigan	3 years
Minnesota	6 years
Mississippi	3 years
Missouri	5 years
Montana	3 years
Nebraska	4 years
Nevada	2 years
New Hampshire	3 years
New Jersey	2 years
New Mexico	3 years
New York	3 years
North Carolina	3 years
North Dakota	6 years
Northern Mariana Islands	2 years
Ohio	2 years
Oklahoma	2 years
Oregon	2 years
Pennsylvania	2 years
Puerto Rico	1 year
Rhode Island	3 years
South Carolina	3 years
South Dakota	3 years
Tennessee	1 year

## TIME LIMITATIONS BY STATE OR TERRITORY

Texas	2 years
Utah	2 years
Vermont	3 years
Virgin Islands	2 years
Virginia	2 years
Washington	3 years
West Virginia	2 years
Wisconsin	3 years
Wyoming	3 years