

unless by that date the plaintiff has appealed the notice of ineligibility to the Special Master. The Notice of Intent to Proceed must be signed by the Plaintiff. A copy of the form is attached as Exhibit B.

4. Any plaintiff not desiring or ineligible to participate in the Settlement Program, and who desires to dismiss his or her case rather than proceed to litigation, may file a dismissal with prejudice in lieu of filing a Notice of Intent to Proceed. Any plaintiff not desiring or ineligible to participate in the Settlement Program, and who desires to proceed to litigation, must comply with the requirements of Case Management Orders No. 11 and 11A in addition to filing a Notice of Intent to Proceed by August 19, 2019.
5. Failure to comply with the terms of this Order will subject the Plaintiff's case to dismissal with prejudice pending an Order to Show Cause Hearing to be set soon thereafter.
6. The parties have advised the Court that the deadline for eligible claimants to submit an Enrollment Election Form has been extended to September 4, 2019 for plaintiffs who timely submitted a request. All parties are advised that the extension of the enrollment period does **not** extend the August 19, 2019 deadline to file a Notice of Intent to Proceed.
7. Notwithstanding paragraph 6, if a plaintiff in good faith intends to enroll in the Settlement Program by September 4, 2019, and has communicated such intent in **writing** to the Claims Administrator, the Court will extend such deadline to file the Notice of Intent to Proceed for that particular plaintiff from August 19, 2019 until September 4, 2019. The Court cautions counsel that such extension from August 19, 2019 to September 4, 2019 is intended only for plaintiffs who in good faith have made the decision to enroll in the Settlement Program by September 4, 2019, and is not to be used for plaintiffs who do not intend to enroll or who have not communicated with counsel about the settlement. The Court desires to get an accurate census of those plaintiffs who wish to continue to litigate, and therefore the extension should not be used by plaintiffs who will elect not to participate in the Settlement Program or who have failed to communicate with their counsel about the case.

New Orleans, Louisiana, this 6th day of August, 2019.


HON. ELDON E. FALLON
UNITED STATES DISTRICT JUDGE

EXHIBIT A

ENROLLMENT ELECTION FORM

I have been informed by my Counsel of the terms of the Xarelto Products Liability Settlement Agreement (the “Agreement”) and the Xarelto Settlement Program Protocol (the “Program”). I understand that I may be eligible to participate in the Program to resolve any and all claims I may possess against the manufacturers of Xarelto (the “Defendants”). I understand that under the terms of the Program my claim will be reviewed by the Claim Administrator, utilizing objective criteria issued by the Special Master in consultation with the Plaintiffs’ Counsel Leadership. I understand that my final base award points will be based upon the Claim Administrator’s review of the facts of my claim in light of those objective criteria and that the value of my base award points will be determined once all claims enrolling in the Program are reviewed by the Claims Administrator. If the submitted facts of my claim do not support an award of a monetary amount, I will not receive a monetary amount. I understand I have the right to appeal the Claim Administrator’s final allocation of my base claim to the Special Master whose decision on allocation will be final. The deadline to enroll in the Program and submit the required information is **August 5, 2019**, unless otherwise extended by thirty (30) days by agreement of Defendants and the Xarelto Plaintiffs’ Counsel Leadership.

I further understand that if I enroll in the Program, that I am agreeing:

1. To be bound by the terms of the Agreement (including Exhibits), the Program protocol, and the jurisdiction of the Special Master and the MDL Court or the Pennsylvania Coordinated Proceeding Court, as applicable, with regard to all matters pertaining to the Agreement and the Program contained therein. The Agreement is available for review at www.mdlcentrality.com/mdl2592.
2. As required by the Agreement, I am submitting (or uploading) to the Claims Administrator contemporaneous with the completion and submission of this Form: (i) a Dismissal with Prejudice Stipulation, and (ii) a fully completed and valid Release bearing my Personal Signature that has been notarized.
3. That upon my election to enroll to the Program, Defendants shall be entitled to the dismissal with prejudice of my pending personal injury or wrongful death case allegedly resulting from the prescription and use of Xarelto. I acknowledge that upon my election to enroll to the Program, Defendants shall be entitled to file any Dismissal With Prejudice Stipulation or rely upon the Release submitted by me in any relevant action or proceeding in accordance with the terms of the Agreement.
4. That my election to enroll is irrevocable unless the Agreement is terminated in accordance with its terms.
5. That I will not be eligible for an award unless I timely submit to the Claims Administrator my Claims Submissions, which are identified in the Agreement, in a form that meets the requirements set forth in the Program.
6. That appeals of determinations by the Claims Administrator as to my eligibility to enroll in the Program, whether I qualify for a payment, and the amount of such payment under the terms of the Agreement and the Program, including determinations that I am not entitled to a payment and/or determinations to award Extraordinary Circumstances Payments under the terms of the Agreement and Program, will be resolved by the private Special Master, and that the Special Master’s decisions will be final and binding.
7. That by checking the box below to enroll in the Program and executing this form and submitting it or having it submitted to the Claims Administrator with a Release and Dismissal With Prejudice Stipulation, I acknowledge that I have been fully advised of my rights under the Agreement and elect to enroll in the Program, and that such election is irrevocable.
8. That any Program Award Payments constitute damages on account of personal injuries or physical injuries or physical sickness within the meaning of Section 104 of the Internal Revenue Code of 1986, as amended, arising from the physical injuries alleged to have resulted from the prescription and/or use of Xarelto®, and no portion of the proceeds paid under the Settlement Program represents punitive or exemplary damages, penalties or fines nor prejudgment or post judgment interest, or non-physical injuries. All

ENROLLMENT ELECTION FORM

Program Award Payments are subject to the provisions on attorneys' fees and costs and Liens.

9. To waive and release any and all claims for punitive or exemplary damages allegedly due to the prescription and/or use of Xarelto, penalties or fines, prejudgment or post judgment interest, and non-physical injuries, in addition to the provisions of the Release provided.

I elect **TO ENROLL** in the Xarelto Settlement Program.

I elect to **NOT** enroll in the Xarelto Settlement Program and understand that I must comply with the Docket Control Order (CMO 11) and follow all its requirements, including paying any unpaid MDL filing fee within 14 days and providing expert reports within the specified deadlines.

I. XARELTO USER INFORMATION

Name of Xarelto User	First	M.I.	Last
Name of Legal Representative (if applicable)			
Case Number and Court			

II. CLAIMANT'S SIGNATURE

IMPORTANT: This form must be Personally Signed by CLAIMANT (the Xarelto user or the Legal Representative of a deceased or incapacitated product user).

Signature		Date	____/____/____ (month) (day) (year)
Printed Name	First	MI	Last

III. ENROLLING COUNSEL SIGNATURE

IMPORTANT: This form must be Personally Signed by ENROLLING COUNSEL.

I, the Enrolling Counsel for the above named Claimant, represent and warrant that I have been authorized by all other Persons having an Interest in the Xarelto-related Claim of the Claimant (all terms as defined in the Agreement) to agree on their behalf to the terms and conditions of the Agreement and by my signature below do hereby agree to be bound to the terms of the Agreement on behalf of myself and all other Persons with an Interest in the Claimant's Xarelto-related Claim.

Signature		Date	____/____/____ (month) (day) (year)
Printed Name	First	MI	Last
Firm Name		Firm Address	

EXHIBIT B

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA**

IN RE: XARELTO® PRODUCTS
LIABILITY LITIGATION

MDL No. 2592

This Document Relates To:

MDL Case No. _____

Plaintiff: _____

NOTICE OF INTENT TO PROCEED

This Notice of Intent to Proceed must be completed by each Plaintiff who does not complete and submit the Settlement Enrollment Election Form. The Notice must be signed by the Plaintiff (either the Xarelto user or the legal representative of a deceased or incapacitated Xarelto user).

I _____, hereby notify the Court of my intent to (check one):

Participate in the Xarelto Settlement Program;

Not participate in the Xarelto Settlement Program, and I authorize my counsel to submit a Stipulation of Dismissal, with prejudice, on my behalf; or

Litigate my claims against the Defendants, and I understand that my obligations going forward include complying with the Docket Control Order (Case Management Order 11) and all of its requirements.

Date: _____

Signature of Plaintiff

Print Name of Signing Plaintiff