

COLOPLAST TOLLING AGREEMENT

This is a tolling agreement (the “Agreement”) between individuals represented by _____ who seek to assert claims alleging personal injury subsequent to implantation of Coloplast’s pelvic mesh devices for treatment of Pelvic Organ Prolapse or Stress Urinary Incontinence, (collectively “Claimants”) and Coloplast Corp. (hereinafter referred to as the “Potential Defendant”), by and through its counsel Fulbright & Jaworski LLP (“Fulbright”). The Claimants and Potential Defendant will be referred to collectively the “Parties.”

WHEREAS, the Parties have agreed that it would be appropriate at this time to defer litigation of some of Claimants’ claims;

THEREFORE, in consideration of the mutual promises and agreements made herein, the Claimants and Potential Defendant agree as follows:

1. Except as provided in Paragraph 2, any time periods for filing or pursuing claims and/or notices required to be given under applicable law in order to preserve rights to claims in any matters against the Potential Defendant involving claims of personal injury, loss of consortium, or any other damages allegedly caused by implantation, revision or removal of Coloplast’s pelvic mesh devices shall be tolled for each Claimant, and any Estate, spouse or child of Claimant with a proper derivative or direct claim, from the date this Agreement is signed by both counsel for Claimants and counsel for Potential Defendant until December 31, 2015, subject to the following conditions:

(A) The alleged injury must result from implantation, revision or removal of Potential Defendant’s pelvic mesh devices.

(B) Any Claimant who seeks to have his or her claim against the Potential Defendant tolled pursuant to this Agreement must provide to Fulbright, through his or her counsel and to the best of the Claimant's knowledge and ability, the product implantation sticker or similar reference in the medical record of Claimant and a description of the alleged injury or injuries within thirty (30) days of the Effective Date of this Agreement. These materials must be sent by mail to: Anne Grigg, Fulbright & Jaworski LLP, 98 San Jacinto Blvd., Austin, Texas, 78701 or by email to: anne.grigg@nortonrosefulbright.com and holly.kipp@nortonrosefulbright.com.

2. The Effective Date of this Agreement as to each Claimant on whose behalf lawsuits alleging injuries arising from implantation of Coloplast's pelvic mesh devices have already been filed shall be the respective dates on which their individual lawsuits were first filed. Counsel agrees to file Notices of Dismissal without prejudice for each such pending lawsuit. The Effective Date of this Agreement as to each Claimant on whose behalf a lawsuit has not yet been filed shall be the date on which Fulbright receives from the Claimant, through his or her counsel, notice of Claimant's name, address, and date of birth ("Notice"). The Notice shall be sent by e-mail to the following email addresses: anne.grigg@nortonrosefulbright.com and holly.kipp@nortonrosefulbright.com. Regardless of the Effective Date of the Agreement for each individual Claimant, all Claimants' claims will only be tolled until the Termination Date of this Agreement, as defined infra.

3. Additional Claimants may be added to this Agreement within the period of this Agreement, however those Claimants' claims will only be tolled until the Termination Date of this Agreement.

4. The Potential Defendant, for itself, its' successors, assigns and/or insurers, agrees that the running of any statutes of limitations imposed by the state in which each Claimant resides shall be suspended for the "Time Period," which is defined as the period of time commencing on the Effective Date of the Agreement for each Claimant up to and including December 31, 2015, unless otherwise extended in writing. The suspension of any statutes of limitations is operative as to any claim or cause of action in any way connected with, arising out of, or related to the alleged implantation, revision, or removal of Potential Defendant's pelvic mesh devices that may be brought against the Potential Defendant by the Claimants. The Potential Defendant, for itself, its successors, assigns and/or insurers, expressly waive and relinquish any right to assert that the time prescribed by the applicable statute of limitations has expired during the Time Period, as defined herein, to bar the claims brought or to be brought by any Claimant.

5. The Parties, through their counsel, may agree in writing to extend the Time Period.

6. The Potential Defendant expressly reserves and does not waive its right to assert that limitations or laches expired prior to the Effective Date of the Agreement, nor do the Claimants waive their right to assert that limitations or laches did not expire prior to the Effective Date of this Agreement. The Parties expressly agree that the Agreement shall not in any manner revive any claims or causes of action that had already become barred by laches or by any statute of limitations from any jurisdiction as of the Effective Date of this Agreement.

7. Each Claimant, within ninety (90) days of the effective date of the Agreement, agrees to make available to counsel for the Potential Defendant the following documents relating to her and within her possession, custody or control:

- a. Key medical records from all known physicians or other health care providers, relating to the diagnosis of the original condition, e.g., SUI or POP, any treatments prior to implant, the implant surgery, any revision or explant surgery, and the Claimant's subsequent and current condition;
- b. A fully executed HIPAA-compliant medical records authorization; and
- c. A list of the names and addresses of all physicians or other health care providers who have provided treatment to the Claimant within the last ten years.

Each Claimant further agrees that, if any documents specifically identified above are not provided either because of the assertion of the attorney-client privilege or work product doctrine or because of the assertion that the Claimant claims that he/she does not have the authority to release the documents, the Claimant agrees to provide, to the extent known, the following information regarding the documents not being produced: a) author(s); (b) recipient(s); (c) date; (d) type of document; (e) description of contents; (f) description of the basis for withholding, including the name of the party who has authority to release the document, if applicable. If any documents specifically identified above are not provided because the Claimant claims that he/she does not have the authority to release the documents, then the Claimant agrees to make a good faith effort to obtain the authority to release the documents and to advise the potential defendant if such authority is refused. In the event counsel for the Potential Defendant uses a Claimant's HIPAA-compliant authorization to request records, counsel for the Potential Defendant agrees to provide to counsel for the Claimant a copy of the records request to the particular provider(s) as well as copies of any records obtained via the HIPAA-compliant authorization. Counsel for the Claimant agrees to bear the cost of their own copies of records and/or preparation of a CD under this provision.

8. Upon receipt of the documents described in paragraph 7, counsel for the Potential Defendant shall have ninety (90) days in which to either: (a) notify counsel for the Claimants in

writing that the documents are complete, or (b) request additional documents from counsel for the Claimants that are within his/her counsel's possession, custody or control. Counsel for the Claimants shall provide any such requested documents within sixty (60) days of the request.

9. For Claimants who have a pending case against other pelvic mesh manufacturers as well as claims involving a Coloplast pelvic mesh device that have been tolled pursuant to this Agreement, counsel for the Claimant(s) agrees to notify counsel for the Potential Defendant as soon as possible if the Claimant's pending case against another manufacturer(s) is expected to be submitted for consideration for early discovery work-up or potential trial selection in the New Jersey state court coordinated proceedings or the federal MDL coordinated proceedings.

10. The Termination Date of this Agreement shall be December 31, 2015. If the Agreement is terminated prior to December 31, 2015, for any reason, the tolling will end effective as of that day. In calculating the effect of tolling under this Agreement after termination, only the time period during which tolling was effective will be excluded when calculating any period of limitations applicable to any Claimant; otherwise, the limitations period will be treated as running continuously before and after the period of tolling.

11. The acceptance of a claim for the purposes of tolling such claim under this Agreement shall not be treated as an admission in any way by the Potential Defendant, without limitation, that the Potential Defendant's pelvic mesh device was implanted, revised or removed, or that such implantation, revision or removal caused or was associated with any claimant's injuries.

12. The Claimants agree that, during the term of the Agreement, they will not file any civil action in any state or federal court against the Potential Defendant, relating to claims or causes of action that are the subject of the Agreement, without giving the Potential Defendant at

least ten (10) days' notice in writing of their intention to file the suit. During such ten (10) day period in advance of litigation being filed, or at any time the Agreement is in effect, upon reasonable request, counsel for the Claimants agrees to confer with counsel for the Potential Defendant to discuss the potential claims that are to be the subject of the litigation. The Claimants further agree that any suit filed after the ten (10) day-notification period will be filed in the Southern District of West Virginia, before Judge Goodwin, as part of the federal MDL coordinated proceedings, unless prohibited by Judge Goodwin or the Judicial Panel on Multidistrict Litigation.

13. No provision of the Agreement shall operate to toll or suspend any statute of limitations or laches for the benefit of any person or entity who is not a party to the Agreement or has not accepted the terms of the Agreement, with the sole exception of any family members (including spouse, domestic partner, and/or significant other) of a Claimant who has accepted the terms of the Agreement that would be entitled to seek loss of consortium damages under the applicable law of the Claimant's state of residence.

14. The Agreement is not and shall not be construed by any party or authority as an admission of law or facts relating to any possible claims or causes of action, or the applicability or effect of any statute of limitations or doctrine of laches. The Parties agree that the Agreement is protected by Rule 408 of the Federal Rules of Evidence.

15. The execution and delivery of the Agreement and the purposes accomplished hereby have been duly authorized by respective counsel for the Claimants and the Potential Defendant, and the undersigned have been duly authorized to execute the Agreement on behalf of their respective clients.

16. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original. The Parties may execute and deliver this Agreement via facsimile or e-mail, and such delivery shall be deemed effective upon the receipt of any such executed document.

17. The parties agree that the only remedy for breach of the Agreement is the termination of the entire Agreement pursuant to the provisions above. Any such termination shall not serve to invalidate the tolling period which has transpired for that period of time prior to the termination.

18. Any dispute arising under this Agreement shall be submitted to Judge Goodwin in the Southern District of West Virginia.

SIGNED: _____, 2015

SIGNED: _____, 2015

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Counsel for Claimants

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