MASTER DOCKET NO. 2005-59499 Ptch**

In Re:

Texas State Vioxx Litigation

This Document Relates to All Cases

IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

157TH JUDICIAL DISTRICT

Theresa Chang District Clerk

AMENDED PRETRIAL ORDER No. 5 (Registration of Claims)

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The Court hereby orders as follows with respect to the registration of claims:

- (1) The Court hereby orders the registration of claims as follows:
- (a) All Counsel of Record in this proceeding shall be responsible for designating Primary Counsel for any claim pending in this coordinated proceeding in which they have an Interest (as defined below in paragraph 5) and that Primary Counsel shall register such claims in accordance with this Order.
- (b) All Counsel of Record with claims pending in this proceeding shall register (or ensure that other attorneys register) all claims in which they have an Interest (as defined below in Paragraph 5) that are pending in any court or other tribunal in the United States.
- (c) All persons who represent themselves *pro se* in this proceeding shall register their claims in accordance with Paragraph 4 below.
- (2) The registration of claims by counsel shall be provided in the form of a Registration Affidavit and its Exhibit 1, altogether set forth as Exhibit A to this Order. Counsel shall provide the information required by Exhibit A completely and accurately. The form shall

provide the information required as of (a) October 1, 2007, (b) November 9, 2007, and (c) the date on which the Registration Affidavit is served and filed. The Registration Affidavit shall be filed no later than January 15, 2008.

- (3) Registration Affidavits, along with their exhibits, shall be served on Defendant Merck & Co., Inc. ("Merck"), Plaintiffs' Steering Committee ("PSC"), and the Claims Administrator.
- (4) Persons who represent themselves *pro se* in this proceeding shall complete the *Pro Se* Registration Affidavit attached hereto as Exhibit B and shall serve Defendant Merck, the PSC, and the Claims Administrator by no later than January 15, 2008.
- Counsel or any person affiliated with, or related in any way to, Counsel: (a) has an engagement or retainer agreement with such Plaintiff; (b) is listed as the counsel of record for such Plaintiff in filed pleadings related to Vioxx; (c) has entered an appearance for such Plaintiff in any legal action related to Vioxx; (d) would benefit directly or indirectly from any payment to settle any claim of such Plaintiff connected with Vioxx; or (e) otherwise has any financial interest of any kind whatsoever in any claim of such Plaintiff connected with Vioxx.
- (6) Primary Counsel shall file the Registration Affidavit and its Exhibit 1 in the manner applicable in this coordinated proceeding for filing documents with the Court under seal. *Pro Se* Claimants shall do likewise with respect to their *Pro Se* Registration Affidavit. Primary Counsel shall also serve the Registration Affidavit and its Exhibit 1 on Merck, the PSC, and the Claims Administrator via electronic mail. Specifically, Primary Counsel shall attach three files to a single electronic mail message—(i) the executed Registration Affidavit in Adobe

pdf format; (ii) Exhibit 1 to the Registration Affidavit in Excel format; and (iii) a certification of service in Adobe pdf format—and send that message to the following addresses:

a. For Merck: registration@hugheshubbard.com

b. For the PSC: tfibich@fhl-law.com

c. For the Claims Administrator: claimsadmin@browngreer.com

(7) The subject line in the email should state: "Registration Affidavit and Exhibit 1 for [insert name of firm]. *Pro Se* Claimants shall serve their Registration Affidavits on Merck, PSC and the Claims Administrator at the above email addresses. If the *Pro Se* Claimant does not have access to email, the Plaintiff or Tolling Claimant shall send the Registration Affidavit via U.S. Mail **postmarked no later than January 8, 2008** to:

Claims Administrator 115 S. 15th Street Suite 400 Richmond, VA 23219-4209 Main Number: 804.521,7200

- (8) Primary Counsel and *Pro Se* Claimants must certify in lieu of oath [pursuant to 28 U.S.C. § 1746] that the information contained in the Registration Affidavit is true and correct to his or her knowledge. Intentionally incomplete or misleading responses shall subject Primary Counsel and *Pro Se* Claimants to sanctions.
- (9) Primary Counsel shall serve a revised Registration Affidavit and Exhibit 1 when he or she acquires or loses his or her Interest in a Plaintiff's claim, when he or she becomes Primary Counsel or ceases to be Primary Counsel, or when because of changed circumstances his or her Registration Affidavit otherwise becomes materially untrue, in whole or in part. In such instances, Primary Counsel must serve a true and correct Registration Affidavit within 30 days of the changed circumstances. The revised Registration Affidavit shall identify all

Plaintiffs in whose claims Primary Counsel has an Interest as of the date that he or she executes the Registration Affidavit. This obligation shall terminate on September 1, 2008.

(10) The Court expects all Counsel and all *Pro Se* Plaintiffs to comply with this Order. Failure to meet the requirements of this Order by the deadlines set herein will subject non-compliant Counsel or *Pro Se* Plaintiffs to a show cause hearing as to why they have not complied with this Order and as to why claims in which they have an Interest should not be dismissed.

Signed, this 14th day of Nov, 2007.

Hon. Randy Wilson

Exhibit A

Registration Affidavit

	I,		, hereby co	ertify [pursuan	t to 28 U.S.C. §	1746] as
follows						
	1.		I am an attorney in good star	nding who is a	dmitted to pract	ice law in the
State o	f		The name and add	ress of my law	v firm are:	
	ī	aw Firm	n			_
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	2.		I make this certification purs	suant to Pretria	l Order No	entered in
[the cu	rrent coor	dinate	ed proceeding].			
	3.		Exhibit 1 to this certification	contains a tru	e and complete	list of all of the
Plaintif	ffs in whic	h I ha	ave an "Interest" and for who	om I am "Prima	ary Counsel" al	ong with a
notatio	n of all fi	ms w	rith an Interest in Each Claim	as of October	1, 2007.	
	I certify t	ınder	penalty of perjury that the fo	regoing is true	and correct.	
				Primary Cou	insel	
Sign O	NE of the	state	ments below:			
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OR 2.	I,any of the	e Plair	, do not agree to the term ntiffs listed on Exhibit 1 enro	s of the MSA a	and will not rec	ommend that

EXHIBIT 1

The following attached exhibit to this Order is an exemplar only.

Counsel are instructed to use only the Excel version of this spreadsheet available for download at www.browngreer.com/vioxxsettlement.

Claims Spreadsheet

INFORMATION ABOUT THE PRIMARY COUNSEL SUBMITTING THIS SPREADSHEET

First Name	M.I.	Last Name
Law Firm		
Street	<u>-</u> -	
City		
State		Zip Code
Phone Number		
E-mail Address		
Date of Current Regist	ration Affidavit	

Claims Spreadsheet

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INFORMATION ABOUT PLAINTIFFS AND TOLLING CLAIMANTS IN WHOSE CLAIMS COUNSEL HAVE AN INTEREST

CLAIMANTS

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Tioxx User No. 7				Address of Non-Vioxx-User Plaintiff I Tolling Claimant No. 7	laimant No. 7					
Last Name	Social Security Number of Non- Vioox User	Date of Birth of Non-Vioxx User	Street 1	Street 2	city	State	Zip Code	Country	State this Non-Vioxx user's relationship to the Vioxx user.	is this individual the personal representative of the Vioxx User?
					,					
						Service Conference				
										17.
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	Does this individual seek derivative relief based on two vioxx user's injury? (Y/N)
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	Marie of Non-Vioxo User No. 8 Information as Inform
	Social Security Number of Non- Vioxx User
	rs Who Have Filed Date of Birth of Non-Vioxx User
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	event Voox User's Injury Address of Non-Viox-User Plaintiff I Talling C
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this this tall seek usel seek usel seek usel seek user's on the user's ? (Y/N/)	Does this individual individual so the personal derivative of based on the Vioxx User? (Y/N) injury? (Y/N)	
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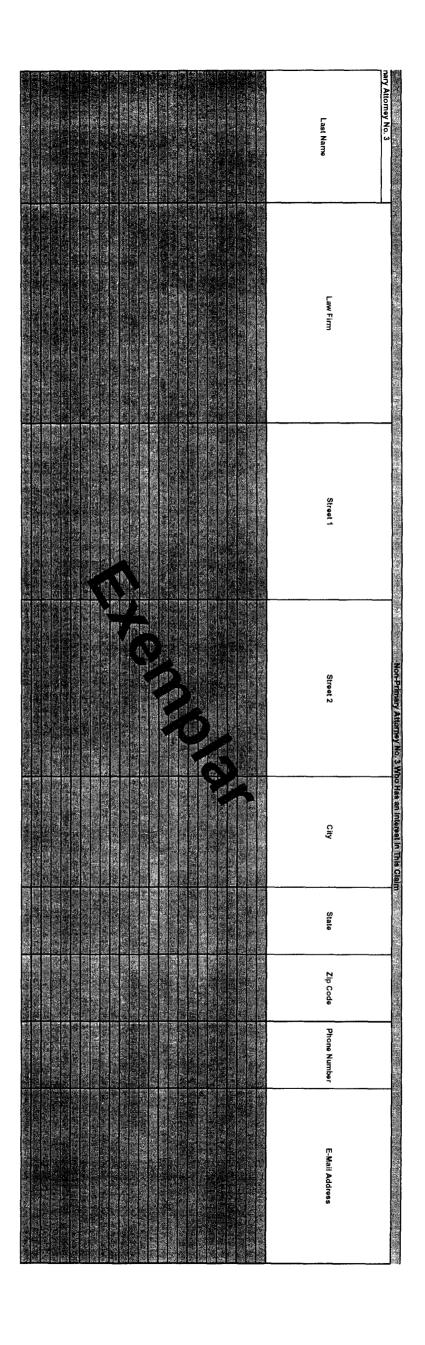
NON-PRIMARY COUNSEL

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									sh.															Was a Toiling Agreement Ever Entered into with respect to this Vioxx User7 (Y/N)
							Every and the second		The second secon															Effective Date of Tolling Agreement
								10 mg												Total Section				Was the Tolling Agreement Ever Terminated?

INFORMATION ABOUT ALL COUNSEL WHO HAVE AN INTEREST IN THE CLAIMS OF THE RELEVANT CLAIMS

					E-Mail Address	
		1 (1) (1) (2) (2) (3) (4) (4) (4) (4) (4) (4) (4) (4) (4) (4			Does Non- Primary Counsel Have an Interest in this Claim as of 10/1/07? (Y/N)	
					Does Non- Il Primary Counsel t Have an Interest in this Claim as of 11/9/077 (Y/N)	
	- III			(100)	Prim Hava in #	Interest of Counsel
				Affidavit? (Y/N)	9 ≈ ± ₽	
				Interest in this Claim? (Y/N)	Has Non-Primary Counsel Received Remuneration, or a Promise of Remuneration, in Exchange for	
					First Name	Nam
		・ 			Middle Initial	ne of Non-P
					Last Name	lame of Non-Primary Attorney No. 2
					Law Firm	
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	City	IN Mas all Illigiost Bi Itino wieni
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	Zip Code	A COMMENT OF THE PERSON OF THE
	Phone Number	
	E-Mail Address	
	Does Non- Primary Counsel Have an Interest in this Claim as of 10/1/077 (Y/N) Does Non- Does Non	MENT OF SHIP STATES OF SHIP STATES
	Does Non-Primary Counsel Have an Interest in this Claim as of Enrollment?	
	Does Non- Primary Counsel Have an interest in this Claim as of the date of the most recent Registration Affidavit? (Y/N)	
	Has Non-Primary Counsel Received Remuneration, or a Promise of Remuneration, in Exchange for Terminating His Interest in this Claim? (YIN)	
	First Name	
	Name of Non-Prin	



NON-PRIMARY COUNSEL

o Has an Interest in This Claim

Street 1	
Mon-Primary Altornoy Mo. 7 Who Hee an Infarest in This Claim Street 2 City 4 4 4 4 4 4 4 4 4 4 4 4 4	
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Does Non- Primary Counsel Have an Interest in this Claim as of 10/1/077 (Y/N)	
Doss Non- Primary Counsel Have an interest in this Claim as of 11/9/07? (Y/N)	
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Does Non-Primary Counsel Have an Interest in this Claim as of the date of the most recent Registration Affidavit? (Y/N)	
Has Non-Primary Counsel Counsel Remuneration, or a Promise of Remuneration, in Exchange for Terminating His Interest in this Claim? (Y/N)	

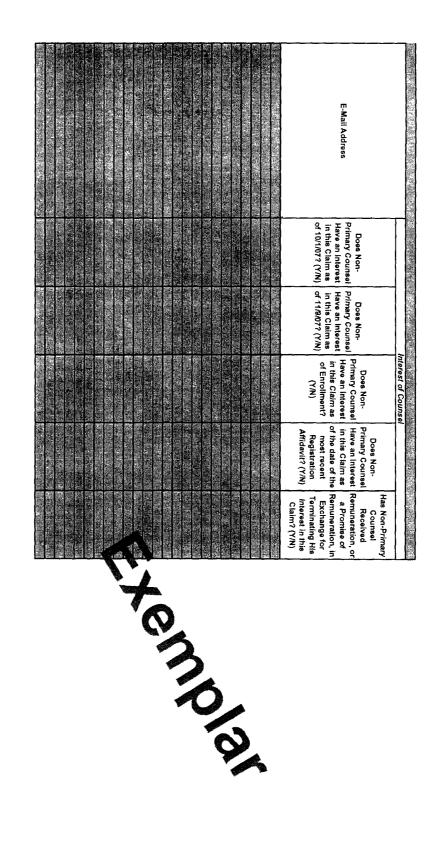


Exhibit B

Pro Se Registration Affidavit

I,			, hereby	certify pursu	ant to 28 U.S.C.	§ 1746 as follows:
	4. I	represent mys	elf in the fo	llowing laws	suit:	
	Case Capti	on				
	Docket Nur	nber		D	ate Filed	
	5. I	make this c	ertification	pursuant to	the November	, 2007 Order
regarding the	registratio	n of plaintiffs				
	6. M	y date of bir	th, social se	ecurity numb	per, and current	residential address
are:						
	Date of Birt	h: <i>ll</i>				
	Social Sec	ırity Number:				
	Current Ad	dress:		· · · · · · · · · · · · · · · · · · ·		
		City	 	State	Zip (Code
		Country				
	7. I	claim that I	sustained a	personal in	njury as a resul	t of taking Vioxx.
I have marked	the catego	ory of my inju	ary and spec	ified the date	e and place of m	y injury below:
	Myoc	ardial Infarction	or Sudden Car	diac Death		
	Ische	mic Stroke (not a	a hemorrhagic	stroke or a trar	nsient ischemic attac	ck)
	All ot	ner Injuries				
	Date of the	specified injury:	//			
	Place of Inj	ury:				
	8. I	took Vioxx b	pefore my cl	laimed injur	y. I have speci	fically checked the
category below	w that corr	esponds to m	y duration o	f Vioxx use:		
	Durat	ion of use up un	til the specified	d injury of 12 m	onths or less	
	Durat	ion of use up un	til the specified	d injury of more	than 12 months	

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	Pro Se Claimant	
Executed on:		

I certify under penalty of perjury that the foregoing is true and correct.



I, Theresa Chang, District Clerk of Harris County, Texas, certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date Witness my official hand and seal of office this

Certified Document Number: _____

THERESA CHANG, DISTRICT CLERK HARRIS COUNTY, TEXAS

Them cy

In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com