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BRIAN R. MARTINOTTI, J.S.C.

LEON ISAAC, Plaintiff, v. DEPUY ORTHOPAEDICS, INC.; et al., Defendants.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: BERGEN COUNTY DOCKET NUMBER BER-L-8213-12 CIVIL ACTION
SAM TOTORICE, Plaintiff, v. DEPUY ORTHOPAEDICS, INC.; et al., Defendants.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: BERGEN COUNTY DOCKET NUMBER BER-L-5880-11 CIVIL ACTION
RITA FOULKS, Plaintiff, v. DEPUY ORTHOPAEDICS, INC.; et al., Defendants.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: BERGEN COUNTY DOCKET NUMBER BER-L-5870-11 CIVIL ACTION
RITA BATES, Plaintiff, v. DEPUY ORTHOPAEDICS, INC.; et al., Defendants.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: BERGEN COUNTY DOCKET NUMBER BER-L-5845-11 CIVIL ACTION

REGINA NAGY, Plaintiff, v. DEPUY ORTHOPAEDICS, INC.; et al., Defendants.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: BERGEN COUNTY DOCKET NUMBER BER-L-7660-13 CIVIL ACTION
JOAN CHRISMAN, Plaintiff, v. DEPUY ORTHOPAEDICS, INC.; et al., Defendants.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: BERGEN COUNTY DOCKET NUMBER BER-L-1813-14 CIVIL ACTION
FRANK BIFANO, Plaintiff, v. DEPUY ORTHOPAEDICS, INC.; et al., Defendants.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: BERGEN COUNTY DOCKET NUMBER BER-L-6832-12 CIVIL ACTION
KEVIN MOLLAUN, Plaintiff, v. DEPUY ORTHOPAEDICS, INC.; et al., Defendants.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: BERGEN COUNTY DOCKET NUMBER BER-L-6849-12 CIVIL ACTION
DEBBIE STAFFORD, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF THOMAS ROOT, DECEASED, Plaintiff, v. DEPUY ORTHOPAEDICS, INC.; et al., Defendants.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: BERGEN COUNTY DOCKET NUMBER BER-L-7301-12 CIVIL ACTION

WILLIAM BULLOCK, Plaintiff, v. DEPUY ORTHOPAEDICS, INC.; et al., Defendants.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: BERGEN COUNTY DOCKET NUMBER BER-L-6836-12 CIVIL ACTION
RICKY CALLAHAN, Plaintiff, v. DEPUY ORTHOPAEDICS, INC.; et al., Defendants.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: BERGEN COUNTY DOCKET NUMBER BER-L-6837-12 CIVIL ACTION
TONY DAVIS, Plaintiff, v. DEPUY ORTHOPAEDICS, INC.; et al., Defendants.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: BERGEN COUNTY DOCKET NUMBER BER-L-6839-12 CIVIL ACTION
RONALD A. ELLIS, Plaintiff, v. DEPUY ORTHOPAEDICS, INC.; et al., Defendants.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: BERGEN COUNTY DOCKET NUMBER BER-L-6840-12 CIVIL ACTION
JUDITH A. BARRON, Plaintiff, v. DEPUY ORTHOPAEDICS, INC.; et al., Defendants.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: BERGEN COUNTY DOCKET NUMBER BER-L-3711-12 CIVIL ACTION

BARBARA CRISP, Plaintiff, v. DEPUY ORTHOPAEDICS, INC.; et al., Defendants.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: BERGEN COUNTY DOCKET NUMBER BER-L-454-12 CIVIL ACTION
KEITH GUSTIN, Plaintiff, v. DEPUY ORTHOPAEDICS, INC.; et al., Defendants.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: BERGEN COUNTY DOCKET NUMBER BER-L-1078-12 CIVIL ACTION
CONNIE WALSWORTH, Plaintiff, v. DEPUY ORTHOPAEDICS, INC.; et al., Defendants.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: BERGEN COUNTY DOCKET NUMBER BER-L-7786-11 CIVIL ACTION
JOSEPH A. MCKINNON, Plaintiff, v. DEPUY ORTHOPAEDICS, INC.; et al., Defendants.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: BERGEN COUNTY DOCKET NUMBER BER-L-5794-12 CIVIL ACTION
THERESA MCDONALD, Plaintiff, v. DEPUY ORTHOPAEDICS, INC.; et al., Defendants.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: BERGEN COUNTY DOCKET NUMBER BER-L-6329-12 CIVIL ACTION

ELISA PERRY, Plaintiff, v. DEPUY ORTHOPAEDICS, INC.; et al., Defendants.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: BERGEN COUNTY DOCKET NUMBER BER-L-6970-12 CIVIL ACTION
JERRY STEPHENS, Plaintiff, v. DEPUY ORTHOPAEDICS, INC.; et al., Defendants.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: BERGEN COUNTY DOCKET NUMBER BER-L-6851-12 CIVIL ACTION
DANIEL STITT, Plaintiff, v. DEPUY ORTHOPAEDICS, INC.; et al., Defendants.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: BERGEN COUNTY DOCKET NUMBER BER-L-6852-12 CIVIL ACTION
STEPHEN W. VANCLEAVE, Plaintiff, v. DEPUY ORTHOPAEDICS, INC.; et al., Defendants.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: BERGEN COUNTY DOCKET NUMBER BER-L-7304-12 CIVIL ACTION
LAWRENCE PUJOE, Plaintiff, v. DEPUY ORTHOPAEDICS, INC.; et al., Defendants.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: BERGEN COUNTY DOCKET NUMBER BER-L-7721-11 CIVIL ACTION

CATHY ANN LOVELY, Plaintiff, v. DEPUY ORTHOPAEDICS, INC.; et al., Defendants.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: BERGEN COUNTY DOCKET NUMBER BER-L-6846-12 CIVIL ACTION
JUDY BOWERS, Plaintiff, v. DEPUY ORTHOPAEDICS, INC.; et al., Defendants.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: BERGEN COUNTY DOCKET NUMBER BER-L-6834-12 CIVIL ACTION

STIPULATED PROTECTIVE ORDER OF CONFIDENTIALITY

Plaintiffs and Defendants before this Court (sometimes hereinafter referred to as "Plaintiffs" and/or "Defendants", or collectively, the "Parties") hereby stipulate and agree, through their respective attorneys of record as follows:

1. The Parties, by and through their counsel, stipulate and agree that this Stipulated Protective Order of Confidentiality ("Protective Order") and any designation of a document, material, or information (whether written, graphic or electronic) as being subject to the terms and conditions of this Protective Order, is intended solely to facilitate prompt discovery and the preparation for trial of DePuy Pinnacle Hip System cases.

2. This Protective Order shall govern all hard copy and electronic materials, the information contained therein, and all other information including all copies, excerpts, summaries, or compilations thereof, whether revealed in a document, deposition, other

testimony, discovery response or otherwise, produced by any party to this proceeding (the "Supplying Party") to any other party (the "Receiving Party"). This Protective Order is binding upon all Parties and their counsel, including their respective corporate parents, subsidiaries, and affiliates and their respective attorneys, principals, experts, consultants, representatives, directors, officers, employees, and others as set forth in this Protective Order. If additional parties are added other than parents, subsidiaries or affiliates of current parties to this litigation, then their ability to receive a document protected by this Protective Order will be subject to them being bound, by agreement or Court Order, to this Protective Order.

(a) Third Parties who so elect may avail themselves of, and agree to be bound by, the terms and conditions of this Protective Order and thereby become a Supplying Party for purposes of this Protective Order.

(b) The entry of this Protective Order does not preclude any party from seeking a further order of this Court.

(c) Nothing herein shall be construed to affect in any manner the admissibility at trial or in any other Court proceeding of any document, testimony, or other evidence.

(d) This Protective Order does not confer blanket protections on all documents, disclosures or responses to discovery and the protection it affords extends only to the specific information or items that are entitled to protection under the applicable legal principles for treatment as confidential after individual review by the producing party.

3. Material or information designated as a "PROTECTED DOCUMENT" or "PROTECTED DOCUMENT – ATTORNEYS' EYES ONLY" shall not be used or disclosed by any party or counsel, or any person acting on his/her behalf to any other person except as provided for in this Order, and shall not be used for any business or competitive

purpose, or for any other purposes whatsoever, other than the preparation and trial of a Pinnacle Hip System or ASR Hip System case and any appeal therein. No person who examines any item that is protected by this Protective Order shall disseminate orally, or by any other means, any protected information other than as permitted by this Order.

4. The term "PROTECTED DOCUMENT" refers to information that qualify for protection under the standards developed under New Jersey Rule of Court 4:10-3, or other applicable laws or rules as a "trade secret" (as defined in the Uniform Trade Secrets Act) or privacy laws, including personal or medical information. Plaintiffs shall be permitted to designate materials that contain personal information as a "PROTECTED DOCUMENT" pursuant to this Order.

5. The term "PROTECTED DOCUMENT – ATTORNEYS' EYES ONLY" refers to a "PROTECTED DOCUMENT" whose disclosure is believed in good faith to contain such highly confidential information that if disclosed to a Supplying Party's competitor such disclosure would cause serious competitive harm.

6. Any document or information designated as a "PROTECTED DOCUMENT" or "PROTECTED DOCUMENT – ATTORNEYS' EYES ONLY" under this Protective Order shall not be construed as an admission or an agreement by any party:

(a) That the designated disclosure constitutes or contains confidential information; or

(b) That any document, material or information, or any portion thereof, constitutes competent, material, relevant, or admissible evidence in this case.

7. This Protective Order shall not be construed as a waiver by any party of the right to contest the designation of a document subject to this Protective Order. Any party desiring to contest the designation of specific documents may do so at any time and shall give the

Supplying Party notice in writing (a letter to lead counsel delivered by email to susan.sharko@dbr.com and erelkin@weitzlux.com shall be sufficient) including the listing of any such document(s) or the bates ranges for the document(s), and shall provide a brief explanation of the basis for contesting the designation (the "Notice"). If the same document in the Notice appears in the production at other bates numbers, the Notice shall be deemed to be sufficient for all such documents. The Notice shall be sufficient if it identifies documents being challenged and states the basis for the challenge. If the Parties cannot stipulate to the designation of a document within thirty (30) days of the Supplying Party's receipt of such written notice, the Supplying Party has the burden of making an application to the Court for an order directing that the contested document(s) is entitled to protection under applicable New Jersey law and shall bear the burden of proof on the issue. Pending a Court determination, no document designated as a "PROTECTED DOCUMENT" or "PROTECTED DOCUMENT – ATTORNEYS' EYES ONLY" under this Protective Order shall be disseminated other than as provided by this Order unless otherwise ordered by the Court or as stipulated by the Parties. Failure of the party claiming that a document is a "PROTECTED DOCUMENT" or "PROTECTED DOCUMENT – ATTORNEYS' EYES ONLY" to move for an Order to establish confidentiality within forty five (45) days of receipt of the Notice will operate as a waiver of the confidentiality designation, although the parties may agree to expand the length of time to respond to challenges to confidentiality, depending upon the volume and/or nature of the documents challenged, or make a motion to expand the length of time if no agreement is reached. To the extent that a document designated as "PROTECTED DOCUMENT" or "PROTECTED DOCUMENT – ATTORNEYS' EYES ONLY" under this Order has been determined by a court of

competent jurisdiction not to be confidential, then said document will be considered non-confidential and non-protected for purposes of this litigation.

8. A Supplying Party may designate all or any part of any document or information produced by it in the course of litigation or in response to initial disclosures, or other discovery response or deposition transcripts, or portions thereof, that contain or constitute confidential information as "PROTECTED DOCUMENT" or "PROTECTED DOCUMENT – ATTORNEYS' EYES ONLY."

9. The designation of confidential information shall be made by placing or affixing on the material in a manner that will not interfere with its legibility the words "PROTECTED DOCUMENT. DOCUMENT SUBJECT TO PROTECTIVE ORDER" or "PROTECTED DOCUMENT – ATTORNEYS' EYES ONLY. DOCUMENT SUBJECT TO PROTECTIVE ORDER" as long as the designation is conspicuously placed on produced documents in a uniform manner. The designation shall be made prior to, or contemporaneously with, production or disclosure of that material. All copies, duplicates, extracts, summaries or descriptions (hereinafter referred to collectively as copies) of documents designated as "PROTECTED DOCUMENT" or "PROTECTED DOCUMENT – ATTORNEYS' EYES ONLY" under this Order, or any portion of such a document, shall be immediately affixed with the designation "PROTECTED DOCUMENT" or "PROTECTED DOCUMENT – ATTORNEYS' EYES ONLY" if the word does not already appear on the copy. All such copies shall be afforded the full protection of this Order.

10. If a producing party determines that a previously produced document warrants designation as a "PROTECTED DOCUMENT – ATTORNEYS' EYES ONLY", nothing herein shall preclude such designation subsequent to production. If such document has

already been disclosed pursuant to the provisions of paragraph 13 herein, the parties shall meet and confer to determine an appropriate manner of handling such document.

11. Deposition testimony or any portion thereof may be made subject to this Protective Order by so stating on the record at the time of the deposition. If the party seeking to maintain a deposition transcript as being subject to this Protective Order does not serve a letter on the court reporter and Plaintiffs' Counsel within 30 days of receipt of the deposition transcript, then the entire transcript shall be deemed not to contain any protected information and any legend stating so shall be removed.

12. Material or information designated as "PROTECTED DOCUMENT" under this Protective Order shall not be disclosed to any other person or entity, except in the following circumstances:

(a) Disclosure may be made to employees of counsel for Plaintiffs or Defendants who have direct functional responsibility for assisting in the preparation and trial of this action or any appeal herein. Any employee to whom disclosure is made shall be advised of, shall become subject to, and shall agree in advance of disclosure to, the provisions of this Protective Order requiring that the material and information be held in confidence.

(b) Disclosure may be made to consultants or experts retained by Plaintiffs or Defendants, or their counsel to assist in the preparation and trial of this litigation. Prior to disclosure to any such expert (including undisclosed consulting experts), the expert must agree to be bound by the terms of this Protective Order by executing the acknowledgement annexed hereto as Exhibit "A." A copy of each executed acknowledgement shall be maintained by retaining counsel during the course of the litigation. At the conclusion of the litigation, counsel for Receiving Party shall confirm

in writing with counsel for Supplying Party that it will seek to have any designated documents that were provided to experts under this paragraph returned to counsel for the Receiving Party or destroyed.

(c) Disclosure may be made to the Parties to the extent required for assisting in the preparation and trial of this matter or any appeal herein. To the extent such disclosure is made, such Party shall be advised of, shall become subject to, and shall agree in advance of disclosure to, the provisions of this Protective Order requiring that the material and information be held as confidential.

(d) Disclosure may be made to the Court and court personnel (including the court having jurisdiction over any appeal).

(e) Disclosure may be made to Court reporters used in connection with the litigation.

(f) Disclosure may be made to any person who (i) wrote or received a copy of any designated document before it was furnished in this litigation, or (ii) was present or participated in a meeting or discussion of the protected information before it was furnished in this litigation.

(g) Disclosure may be made to any mediators, secretaries, paraprofessional assistants, and other employees of such mediators who are actively engaged in assisting the mediators in connection with this matter.

(h) Disclosure may be made to employees of outside copying, document imaging and facsimile services.

(i) Disclosure may be made to witnesses or deponents in the course of this litigation, only as necessary for the litigation and only after the person to whom such disclosure is made has been informed of the Protective Order and has agreed in writing to

be bound by it, by signing the form of acknowledgement annexed as Exhibit "A". The executed acknowledgement shall be retained by counsel for the Receiving Party, with a copy provided to counsel for the Supplying Party on a showing of good cause where providing a copy does not violate the attorney-client privilege, the work-product privilege or any other privilege.

13. Material or information designated as a "PROTECTED DOCUMENT – ATTORNEYS' EYES ONLY" under this Protective Order shall not be disclosed to any other person or entity, except in the following circumstances:

(a) Disclosure may be made consistent with subsections (a), (d), (e), (f), (g), (h) and (i) of paragraph 12 above, except as inconsistent with paragraph 13 (b) below.

(b) Disclosure may be made to consultants or experts retained by Plaintiffs or Defendants, or their counsel to assist in the preparation and trial of this litigation, provided that the consultant or expert is not a consultant, employee, officer or director of any competitor of DePuy or at the time of disclosure reasonably anticipates becoming a consultant, employee, officer or director of any competitor of DePuy. A "competitor" shall be defined as any medical device manufacturer that manufactures artificial hip joints. Prior to disclosure to any expert (including disclosure to undisclosed consulting experts permitted by this paragraph), the expert must agree to be bound by the terms of this Protective Order of by executing the acknowledgement annexed hereto as Exhibit "A." A copy of each executed acknowledgement shall be maintained by Plaintiffs' Counsel, and for Defendants by Counsel for Defendants, during the course of the litigation. At the conclusion of the litigation, counsel for Receiving Party shall confirm in writing

with counsel for Supplying Party that it will seek to have any designated documents that were provided to experts under this paragraph returned to counsel for the Receiving Party or destroyed.

14. All counsel shall keep all material or information subject to this Protective Order within its exclusive possession and control, except as provided in paragraphs 12 and 13, and shall take reasonable steps to maintain such material in a secure manner. Except as provided in paragraphs 12 and 13 above, no person shall have access to the foregoing material and information.

15. Any person having access to material or information subject to this Protective Order, including consultants and experts, are permitted to make copies, extracts, summaries, or descriptions of the material or information or any portion thereof as necessary for the preparation and trial of this litigation.

16. If, in connection with any motion or other proceeding in this action, except trial, any party intends to present or offer into evidence any documents or information designated as a "PROTECTED DOCUMENT" or "PROTECTED DOCUMENT – ATTORNEYS' EYES ONLY", the party shall abide by R. 1:38 and shall only file such evidence following the entry of an order to seal the "PROTECTED DOCUMENT." Except as otherwise directed by the Court, and subject to the approval of the Court, when the submission of PROTECTED DOCUMENTS is anticipated in connection with any motion, the parties shall set a schedule that is sufficient to allow ten (10) days after the completion of briefing by all parties for any party to file a motion to seal all or part of the papers. For all motions, the parties shall exchange their respective moving papers, opposition papers and reply papers in accordance with the schedule set by the Court or the Rules of Court (with service of a courtesy copy to chambers), but shall not file these papers until ten (10) days after the service

of the moving party's reply papers and then only if no party has notified all other parties that it intends to file a motion to seal any of the papers in support or in opposition to the pretrial motions. Upon resolution of the sealing motion, within five (5) days the Supplying Party shall file with the Clerk of Court a copy of the motion, opposition, reply, or other submission, together with all supporting memoranda and exhibits, in such form as directed by the Court (under seal or otherwise) on the sealing motion. In connection with any application to seal records in accordance with R. 1:38-11, the Supplying Party shall be deemed the movant in connection with such request, and it shall be the Supplying Party's burden to demonstrate good cause to seal such PROTECTED DOCUMENTS. Nothing in this Order shall be deemed to alter a Supplying Party's burden under R. 1:38-11. To the extent the provisions of paragraphs 3 and 4 are inconsistent with New Jersey law, New Jersey law shall trump the them. The Parties shall be entitled to identify and use documents for trial purposes regardless of a "PROTECTED DOCUMENT" or "PROTECTED DOCUMENT – ATTORNEYS' EYES ONLY" designation, provided that for any documents identified on Exhibit Lists for use at trial, the Parties shall be entitled to seek appropriate protection, by motions in limine or otherwise, for any document so identified.

17. A party may not file or use any "PROTECTED DOCUMENT" or "PROTECTED DOCUMENT – ATTORNEYS' EYES ONLY" in any other action unless (a) the party is also subject to the a protective order entered in that action which is the same or substantially similar to the Pinnacle protective order, (b) the party receives written permission from the Supplying Party or (c) the party obtains an order from the Pinnacle MDL Court or this Court secured after appropriate notice to all interested persons.

18. If another court or an administrative agency subpoenas or otherwise orders production of a document designated as "PROTECTED DOCUMENT" or "PROTECTED

DOCUMENT – ATTORNEYS' EYES ONLY" that a person has obtained under the terms of this Order, the person to whom the subpoena or other process is directed shall promptly notify liaison counsel for the Supplying Party in writing via fax and overnight delivery of all of the following: (1) the documents or information designated as "PROTECTED DOCUMENT" or "PROTECTED DOCUMENT – ATTORNEYS' EYES ONLY" that is requested for production in the subpoena; (2) the date on which compliance with the subpoena is requested; (3) the location at which compliance with the subpoena is requested; (4) the identity of the party serving the subpoena; and (5) the case name, jurisdiction and index, docket, complaint, charge, civil action or other identification number or other designation identifying the litigation, administrative proceeding or other proceeding in which the subpoena or other process has been issued. In no event shall a designated document be produced prior to the expiration of fifteen (15) days following transmission of written notice to liaison counsel for the Supplying Party unless required to do so by the subpoena or order seeking the documents.

19. If any party learns of any unauthorized disclosure of documents or information subject to this Protective Order, it shall immediately inform the Court in writing of all pertinent facts relating to such disclosure.

20. Inadvertent production of any document or information without a designation of "PROTECTED DOCUMENT" will not be deemed to waive a later claim to its confidential nature or preclude a party from designating said document or information as a "PROTECTED DOCUMENT" pursuant to this Order at a later date. Any party may designate as a "PROTECTED DOCUMENT" or withdraw such designation from any material that it has produced, provided, however, that such re-designation shall be effective only as of the date of such re-designation. A party must treat such documents and things

with the noticed level of protection from the date such notice is received. Such re-designation shall be accomplished by notifying counsel for each party in writing of such re-designation and providing replacement images bearing the appropriate description. Upon receipt of any re-designation and replacement image that designates material as a "PROTECTED DOCUMENT", all Parties shall (1) treat such material in accordance with this Order; (2) take reasonable steps to notify any persons known to have possession of any such material of such re-designation under this Protective Order; and (3) promptly endeavor to procure all copies of such material from any persons known to have possession of such material who are not entitled to receipt under this Protective Order.

21. Upon final termination of this action, whether by judgment, settlement or otherwise, upon written request from counsel for the Supplying Party, counsel for all Parties shall return to counsel for the Supplying Party all materials and all copies thereof in his/her possession that were subject to this Protective Order and/or, in the alternative, provide a written statement to counsel for the Supplying Party that all copies of such materials in his or her possession, including copies upon which any notes have been made, have been destroyed.

22. Any party for good cause shown may apply to the Court for modification of this Protective Order, or the Protective Order may be modified by consent of the Parties in writing. This Protective Order shall remain in full force and effect and each person subject to this Order shall continue to be subject to the jurisdiction of this Court, for the purposes of this Order, in perpetuity, and the Court shall not be divested of jurisdiction of any person or of the subject matter of this Order by the occurrence of conclusion of this case, or by the filing of a notice of appeal, or other pleading which would have the effect of divesting this Court of jurisdiction of this matter generally.

IT IS SO ORDERED:

BRIAN R. MARTINOTTI, J.S.C.

AGREED TO BY COUNSEL OF RECORD:

Liaison Counsel for Plaintiffs
Ellen Relkin, Esq.

Counsel for Defendants
Susan Sharko, Esq.

DATED: Dec 1, 2014

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DEBBIE STAFFORD, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF THOMAS ROOT, DECEASED, Plaintiff, v. DEPUY ORTHOPAEDICS, INC.; et al., Defendants.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: BERGEN COUNTY DOCKET NUMBER BER-L-7301-12 CIVIL ACTION

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EXHIBIT A TO STIPULATED ORDER OF CONFIDENTIALITY

CONFIDENTIALITY AGREEMENT

The undersigned hereby acknowledges that he/she has read the Stipulated Protective Order of Confidentiality executed by the attorneys of record for the Parties and entered by the court in the action presently pending in Superior Court of New Jersey and understands the terms thereof and agrees, upon threat of penalty of contempt, to be bound by such terms. The undersigned further agrees that no documents designated as "PROTECTED DOCUMENTS" or "PROTECTED DOCUMENTS – ATTORNEYS' EYES ONLY" will be provided to any medical device company that manufactures or sells replacement hip joints, nor will information from documents designated as "PROTECTED DOCUMENTS" or "PROTECTED DOCUMENTS – ATTORNEYS' EYES ONLY" be shared with any medical device company that manufactures or sells replacement hip joints. The undersigned agrees to submit to the

jurisdiction of the court in this proceeding for purposes of any disputes concerning compliance with the terms of the Stipulated Protective Order of Confidentiality.

Date:_____ Signature:_____

Printed Name:_____