

FILED

MAY 11 2011

Carol E. Higbee, P.J.Cv.

In re PELVIC MESH LITIGATION/BARD,

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION, ATLANTIC COUNTY

CIVIL ACTION

Case No. 292 CT
Master Case

Hon. Carol E. Higbee, P.J. Cv.

**STIPULATED CASE MANAGEMENT
ORDER REGARDING JOINT
RECORDS COLLECTION**

IT IS HEREBY STIPULATED AND AGREED between the plaintiffs and the Bard defendants (hereinafter "the parties"), subject to the approval of the Court, as follows:

1. The parties to this litigation hereby agree to jointly use The Marker Group, Inc. ("Marker Group") to collect for the parties jointly the medical and other records from third parties in this action. Plaintiff(s) agree to provide the agreed upon releases to Marker Group, and any party may request that Marker Group obtain records from a custodian by so advising Marker Group. Once records are obtained, Marker Group shall then make such records available to all parties on an equal basis (including the use of the same pricing for all parties), which shall satisfy any obligation of a party obtaining records through Marker Group to make such records available to other parties. To the extent any provider requires a release other than the agreed-upon release, the plaintiffs are required to complete the provider-specific authorization form within a reasonable amount of time. All communications with the Marker Group regarding cases in this litigation shall copy liaison counsel for the opposing party.

2. The parties have agreed that the Plaintiffs shall have a period of ten days to review medical records for privilege before Defendants shall have access to the records. The

parties will submit a proposed order regarding the terms of this agreement prior to the June 16, 2011 conference.

3. The parties agree that 50% of the total shared costs associated with records collection from each medical provider (or other custodian) will be paid by the plaintiffs and the other 50% by the Bard defendants. The scope and cost of services that will be shared by the parties are set forth in Exhibit A to this Stipulation. Each party is free to request any of the ancillary services offered by Marker Group at its own expense. The menu and pricing of such services is reflected in Exhibit B.

4. The parties agree that under New Jersey Rule of Evidence 902(h), document custodians will complete an agreed upon certificate of acknowledgment which will serve as evidence of authenticity and satisfy the requirements of authentication necessary to admit the records into evidence in this action. Any other evidentiary objections are reserved.

5. Any party may choose to discontinue the use of the joint vendor, Marker Group, at any time upon thirty (30) days notice to the other party(ies). The withdrawing party will remain responsible for the costs of any records ordered prior to the withdrawal.

6. Each party reserves the right to issue subpoenas or seek commissions and/or employ other discovery requests if necessary or appropriate in order to obtain records.

Respectfully submitted,

IT IS SO ORDERED.

Dated: May 11, 2011

Carol E. Higbee
CAROL E. HIGBEE, P.J.Cv.

CONSENTED TO BY:

ATTORNEYS FOR PLAINTIFFS

/s/ Jonathan Orent
with express permission
Fidelma Fitzpatrick, Esq.
Jonathan Orent, Esq.
Motley Rice LLC
321 South Main Street
Providence, RI 02903

ATTORNEYS FOR DEFENDANTS

/s/ Melissa A. Geist
Melissa A. Geist, Esq.
Reed Smith
136 Main Street, Suite 250
Princeton, NJ 08543-7839
(609) 987-0050

/s/ Sandra A. Bresnick
with express permission
Sandra A. Bresnick, Esq.
Quinn Emanuel Urquhart & Sullivan
51 Madison Avenue, 22nd Floor
New York, New York 10010

/s/ Deborah A. Moeller
with express permission
Deborah A. Moeller, Esq.
Shook, Hardy & Bacon LLP
2555 Grand Blvd.
Kansas City, Missouri 64108

/s/ Richard B. North, Jr.
with express permission
Richard B. North, Jr., Esq.
NELSON MULLINS RILEY &
SCARBOROUGH LLP
Atlantic Station
201 17TH Street, NW/ Suite 1700
Atlanta, GA 30363
Telephone: 404-322-6000
Facsimile: 404-355-6050