

IN RE: REGLAN LITIGATION	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: MIDDLESEX COUNTY
FILED	CASE NO.: 289 Civil Action
FEB 15 2017	MASTER DOCKET: MID-L-10165-14
JUDGE JESSICA R. MAYER	

CASE MANAGEMENT ORDER NO. 25A

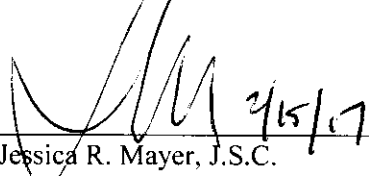
Dismissal of Claims for Failure to Appear and Participate in the Litigation

The Court has been advised that the following defendants have entered into a Confidential Term Sheet for the settlement of the individual actions comprising this Mass Tort Program: Teva Pharmaceuticals USA, Inc., Teva Pharmaceutical Industries, Ltd., Barr Laboratories, Inc., Barr Pharmaceuticals LLC, Duramed Pharmaceuticals, Inc. (n/k/a Teva Women's Health, Inc.), Goldline Laboratories, Inc., Ivax Pharmaceuticals, Inc. PLIVA, Inc., PLIVA, d.d., Teva Parenteral Medicines, Inc., Teva Neuroscience, Inc., UDL Laboratories, Inc./Mylan, Watson Laboratories, Inc., Watson Pharmaceuticals, Inc., Watson Pharma, Inc., (n/k/a Actavis, Inc.), and Watson Pharma Private, Ltd. (the "Teva/PLIVA Settling Defendants"). Although the terms of the settlement are confidential, the Confidential Term Sheet seeks to include all plaintiffs who have asserted Reglan/Metoclopramide claims against one or more of the Teva/PLIVA Settling Defendants, including those claims asserted in this Mass Tort Program. The Court, having previously established in Case Management Order (CMO) No. 25 the procedure by which Settling Defendants identified therein were authorized to seek the dismissal of claims asserted by certain plaintiffs, now determines to extend that procedure to the Teva/PLIVA Settling Defendants as follows:

1. The Court, having been advised that each plaintiff listed on Exhibit A to this CMO No. 25A was served with notice of the entry of CMO No. 25 in accordance with par. 3 of CMO No. 25, finds that the Teva/PLIVA Settling Defendants are entitled to the same relief with respect to said plaintiffs as the CMO No. 25 Settling Defendants.
2. Insofar as one or more of the plaintiffs listed on Exhibit A to this CMO have failed to provide the Notice of Intent to Proceed required by par. 2 of CMO No. 25 within the thirty (30) day notice period prescribed therein, the Court will dismiss, without prejudice, the claims of such plaintiffs as against the Teva/PLIVA Settling Defendants. Such without prejudice dismissal shall be effectuated by the filing of a stipulation executed by counsel for the plaintiff and the Teva/PLIVA Settling Defendants.
3. To the extent any claims are dismissed pursuant to Paragraph 2 above, within five (5) days of the Court's entry of a dismissal without prejudice, counsel for those plaintiffs shall serve a copy of the order dismissing the claims without prejudice on each dismissed plaintiff by regular and certified mail, return receipt requested, accompanied by a notice specifically explaining the consequences of plaintiff's continued failure to comply with the obligations imposed by CMO No. 25 and this CMO No. 25A.
4. Unless good cause for other relief is shown, if any plaintiff whose claims are dismissed without prejudice pursuant to this CMO No. 25A thereafter fails to file and serve a Notice of Intent to Proceed within the time period set forth in this CMO (within sixty (60) days of the Court's entry of the dismissal without prejudice), the Court will dismiss that plaintiff's claims against the Teva/PLIVA Settling Defendants with prejudice. Such with prejudice dismissal shall be effectuated by the filing of a stipulation executed by counsel for the plaintiff and the Teva/PLIVA Settling Defendants. The consent of any non-settling defendant shall not be necessary to effectuate the dismissal of a Teva/PLIVA Settling Defendant from the action with prejudice.
5. Upon dismissal as provided in Paragraphs 3 and/or 4 above, the Teva/PLIVA Settling Defendants shall not remain in the action or be required to attend or participate in any subsequent proceeding or trial involving such action, subject only to third party discovery and subpoena rights of remaining parties. This provision is not intended to limit or restrict such discovery rights or subpoena power of any party under applicable law.

6. Paragraph 8 of CMO 25 is incorporated by reference in this CMO 25A. The Teva/PLIVA Settling Defendants shall have the same rights and obligations pursuant thereto, as the CMO 25 Settling Defendants. Similarly, par. 9 of CMO 25 is incorporated by reference in this CMO 25A, and shall have the same force and effect as though fully set forth herein.
7. The terms of this CMO have been reached upon notice to all parties and with all parties having had sufficient opportunity to object.

SO ORDERED:

 9/15/17

Jessica R. Mayer, J.S.C.

**NO OBJECTION TO THE FORM OF
JUDGEMENT/ORDER RECEIVED BY 10/16/17**

EXHIBIT A

PLAINTIFF NAME	FIRM	Middlesex Docket No.	Atlantic Docket No.
Bradley, Judy	Arias Sanguinetti Stahle Torrijos	L-10407-14	L-1334-11
Corbin, Angela	Arias Sanguinetti Stahle Torrijos	L-10406-14	L-1326-11
Dickerson, Carmen	Tracey Law Firm	L-10287-14	L-0395-11
Kirk, Kathryn	Bern Ripka LLP	L-10278-14	L-1692-11
Miller, Debra	Parker Waichman	L-10280-14	L-1028-11
Nantz, Savannah (minor)	Sanders Phillips Grossman, LLC	L-10571-14	L-1819-11
Norris, Justin	Sanders Phillips Grossman, LLC	L-10569-14	L-1843-11
Pannachia, Debbie	Sanders Phillips Grossman, LLC	L-10604-14	L-1710-11
Rea, Cynthia (decd)	Sanders Phillips Grossman, LLC	L-10653-14	L-1801-11
Rich, Judy M	Weitz & Luxenberg	L-10114-14	L-1894-11
Roby, Janet	Sanders Phillips Grossman, LLC	L-10538-14	L-1609-11
Spillers, Clyde	Oshman & Mirisola, LLP	L-10065-14	L-1080-11