McCARTER & ENGLISH, LLP
Four Gateway Center
100 Mulberry Street
Post Office Box 652
Newark, New Jersey 07101-0652

AARON DAHLSTROM and
NANCY DAHLSTROM,

Plaintiffs,

vs.

HOWMEDICA OSTEONICS CORPORATION, a New Jersey Corporation d/b/a STRYKER ORTHOPEDICS, ZIMMER, INC., ZIMMER HOLDINGS, INC. AND ZIMMER ORTHOPAEDIC SURGICAL PRODUCTS, INC., JILL DOE MANUFACTURERS (1-10), JACK DOE WHOLESALERS (1-10), JAKE DOE SELLERS (1-10), JANE DOE DISTRIBUTORS and MARKETERS (1-10), JIM DOE HEALTH CARE PROVIDERS (1-10), and JEAN DOE (1-10),

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION – BERGEN COUNTY

Master Docket No.
Case No. 296
Docket No. L-5372-14

JOINT STIPULATION AND [PROPOSED] ORDER STAYING ALL PROCEEDINGS

The plaintiffs, Aaron Dahlstrom and Nancy Dahlstrom ("Plaintiffs"), and the defendants, Zimmer, Inc., Zimmer Biomet Holdings, Inc., f/k/a Zimmer Holdings, Inc., and Zimmer Surgical, Inc., f/k/a Zimmer Orthopaedic Surgical Products, Inc. (collectively "Defendants"), by and through their respective counsel, STIPULATE and AGREE as follows:

WHEREAS Plaintiffs filed a complaint in the Superior Court of Bergen County, New Jersey on June 5, 2014, alleging product liability claims arising from a Stryker Rejuvenate Modular Hip Stem implanted in Plaintiff Aaron Dahlstrom's right hip and a Zimmer Durom Cup implant in Plaintiff Aaron Dahlstrom's left hip;

WHEREAS Plaintiffs' product liability claims with respect to the Stryker Rejuvenate Modular Hip Stem were dismissed on October 8, 2015;

WHEREAS Plaintiffs' product liability claims with respect to the Zimmer Durom Cup remain pending;

WHEREAS on February 11, 2016, Zimmer and a group of Plaintiffs' Liaison Counsel in the federal multi-district litigation – *In re: Zimmer Durom Hip Cup Products Liability Litigation*, MDL No. 2158 (the "MDL") – entered into a U.S. Durom Cup Settlement Program Agreement ("Settlement Agreement");

WHEREAS the Settlement Agreement creates a non-binding process by which Zimmer intends to resolve cases and claims of United States plaintiffs and claimants who underwent a revision of a Durom Cup (the "Durom Settlement Program");

WHEREAS Plaintiffs have registered their claim with respect to the Durom Cup implanted in Plaintiff Aaron Dahlstrom's left hip in the Durom Settlement Program;

WHEREAS on May 4, 2016, Judge Susan D. Wigenton, the United States District Judge who presides over the MDL, heard argument on Zimmer's request to require all plaintiffs with cases in the MDL to participate in the Durom Settlement Program, and to stay all pre-trial discovery so long as the Settlement Agreement remained in effect;

WHEREAS Judge Wigenton granted Zimmer's motion and, on May 13, 2016, entered a Case Management Order Regarding Settlement Agreement effectuating her order ("Settlement CMO"; attached hereto as Exhibit 1);

WHEREAS Judge Wigenton understood that the Settlement CMO does not bind state court litigants and, thus, wrote a letter to all state court judges with pending Durom Cup cases

explaining her actions in the MDL to facilitate the Durom Settlement Program; Judge Wigenton's letter was sent to this Court on May 20, 2016 (attached hereto as Exhibit 2);

WHEREAS Judge Wigenton explained in the letter her belief that it "is sensible and appropriate that we [*i.e.*, Judge Wigenton and state court judges] try to coordinate our efforts to bring this litigation to a global conclusion. Given my involvement in these cases since 2009, I believe the process provided for in the Settlement Agreement is the best and most efficient way to achieve this shared objective." Moreover, she wrote, "I encourage you to consider entering a similar order requiring any individual plaintiff in a Durom Cup lawsuit pending before you to participate in the Settlement Agreement and, to the extent necessary, stay any state court proceedings pending resolution of any individual plaintiff's Durom Cup case";

WHEREAS the Parties wish to vacate any and all case deadlines and stay all proceedings and discovery in this case so that Plaintiffs may participate in the Durom Settlement Program;

WHEREAS the Parties specifically request that this case remain stayed until the Parties file a "Joint Notice to Lift Stay" if this case is not successfully resolved through the Durom Settlement Program; and,

WHEREAS the Parties further stipulate and agree that the stay requested herein is not requested for purposes of delay and will not result in any prejudice to the Parties or to the Court, and will serve the interests of judicial economy and fairness.

IT IS THEREFORE STIPULATED AND AGREED by Plaintiffs and Defendants, by and through their respective counsel, and the Court is respectfully requested to order that:

1. Any and all case deadlines are vacated;
2. All proceedings and discovery in this case are stayed so that Plaintiffs may participate in the Durom Settlement Program; and

3. This case shall remain stayed until the Parties file a "Joint Notice to Lift Stay" if this case is not successfully resolved through the Durom Settlement Program.

IT IS SO STIPULATED.

Dated: June 20, 2016

KEEFE BARTELS

By: Patrick J. Bartels

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Attorneys for Plaintiffs
AARON DAHLSTROM and
NANCY DAHLSTROM

Dated: June 23, 2016

McCARTER & ENGLISH

By: _____

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Attorneys for Defendants
ZIMMER, INC., ZIMMER BIOMET HOLDINGS, INC., F/K/A ZIMMER HOLDINGS, INC., and ZIMMER SURGICAL, INC., F/K/A ZIMMER ORTHOPAEDIC SURGICAL PRODUCTS, INC.

[PROPOSED] ORDER

The Court, having reviewed and approved the Parties' Stipulation, hereby orders as follows:

1. Any and all case deadlines are vacated;
2. All proceedings and discovery in this case are stayed so that Plaintiffs may participate in the Durom Settlement Program; and
3. This case shall remain stayed until the Parties file a "Joint Notice to Lift Stay" if this case is not successfully resolved through the Durom Settlement Program.

IT IS SO ORDERED.

Dated: June 24, 2016

By: _____
The Honorable Brian R. Martinotti
Judge of the Superior Court for
Bergen County, New Jersey

EXHIBIT 1

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

IN RE: ZIMMER DUROM HIP CUP PRODUCTS LIABILITY LITIGATION	2:09-cv-04414-SDW-MCA MDL-2158 This Document Relates To All Cases

CASE MANAGEMENT ORDER
REGARDING SETTLEMENT AGREEMENT

WHEREAS, the Zimmer defendants (collectively "Zimmer") and Claimants' Liaison Counsel ("CLC") have entered into a binding Settlement Agreement (attached as Exhibit A; the "Settlement Agreement") to resolve cases and claims of United States plaintiffs and claimants who underwent a revision of a Durom Acetabular Component (the "Durom Cup"), including but not limited to cases in this MDL; and,

WHEREAS, Case Management Orders in this MDL require amendment to effectuate the Settlement Agreement; and,

FOR GOOD CAUSE APPEARING,

IT IS THIS 13th day of May, 2016, ORDERED as follows:

1. Case Management Order No. 1, Section XV. Settlement Period (Dct. 17; "Section XV"), and subsequent Case Management Orders that address and/or implement Section XV, including but not limited to the Third Scheduling Order, ¶ 3 (Dct. 234), are stayed so long as the Settlement Agreement remains in effect.

2. All plaintiffs who currently have cases filed in this MDL, and all future plaintiffs who file cases in this MDL no later than May 31, 2016, shall participate in the process established by the Settlement Agreement, including but not limited to satisfying all deadlines

established in the Settlement Agreement.[1] If any individual plaintiff does not participate in the process established by the Settlement Agreement, including satisfying all deadlines established by the Settlement Agreement, their individual case may be the subject of a dismissal motion by Zimmer.

3. Case-specific discovery that is governed by existing Case Management Orders, including but not limited to the Initial Scheduling Order (Dct. 50), the Third Scheduling Order (Dct. 234), and the Order Clarifying The Third Scheduling Order (Dct. 246), is stayed so long as the Settlement Agreement remains in effect, subject only to the exception listed in paragraph 4.

4. Case-specific discovery may proceed in cases in which an Eligible Claimant has not accepted Zimmer's award amount as described in the Settlement Agreement, and the Eligible Claimant and Zimmer have filed a "Joint Notice of Unsettled Case."[2]

SO ORDERED.

Dated: May 13, 2016

Honorable Susan D. Wigenton, USDJ

*for the reasons set forth on the record on Wed., May 4, 2016.

[1] For the purpose of implementing this Order, Zimmer agrees that the deadline to register under the Settlement Agreement shall be extended from April 29, 2016, to and including May 31, 2016.

[2] This Court retains jurisdiction over the issues related to *Lexecon*. *See* Opinion (Dkt. 750) and Order (Dkt. 751).

EXHIBIT 2

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

CHAMBERS OF
SUSAN D. WIGENTON
UNITED STATES DISTRICT JUDGE

MARTIN LUTHER KING COURTHOUSE
50 WALNUT ST.
NEWARK, NJ 07101
973-645-5903

May 17, 2016

Re: Zimmer Duron Hip Cup Products Liability Litigation
MDL No. 2158

Dear State Court Judge,

Please be advised that I have been assigned by the United States Judicial Panel on Multidistrict Litigation to serve as the Transferee Judge, presiding over the above-captioned federal multi-district litigation involving the Zimmer Durom Acetabular Component ("Durom Cup") pending in the United States District Court for the District of New Jersey, *In re: Zimmer Durom Hip Cup Products Liability Litigation*, MDL No. 2158 (the "MDL"). While many cases have resolved in this litigation by way of settlement, many cases still remain, rendering bellwether or single trials unfeasible. Additionally, although this litigation has been pending since 2009, new cases are filed regularly. In an effort to expedite resolution, I encouraged counsel to explore options to bring this MDL to a foreseeable end. Recently, a group of Plaintiff's Liaison Counsel and Zimmer entered into a Settlement Agreement intended to resolve all actions and claims of United States plaintiffs and claimants who were implanted with a Durom Cup and subsequently had the Durom Cup removed. To participate in the Settlement Agreement, participating counsel must register every individual plaintiff or claimant they represent, regardless of whether the plaintiff or claimant has filed a lawsuit in federal court, state court, or has not filed a lawsuit. Participation in the Settlement Agreement does not obligate a claimant to accept a settlement offer; however, registration of a claimant will provide the parties (and the Court if requested) with pertinent information about the claim. A copy of the Settlement Agreement, dated February 11, 2016, is enclosed as Exhibit A. In order to facilitate the success of the Settlement Agreement, I entered a Case Management Order (the "CMO"), after permitting objecting plaintiffs' counsel an opportunity to be heard. The CMO requires all plaintiffs who have filed cases in the MDL to participate in the Settlement Agreement, and that all pre-trial discovery be stayed as long as the Settlement Agreement remains in effect. A copy of the Case Management Order, dated May 13, 2016, is enclosed as Exhibit B.

Many of the individual plaintiffs who have filed cases in the MDL are represented by attorneys who also represent plaintiffs who have filed Durom Cup cases in state court. To ensure that the Settlement Agreement has the desired effect of resolving the Durom Cup litigation, I encourage you to consider entering a similar order requiring any individual plaintiff in a Durom Cup lawsuit pending before you to participate in the Settlement Agreement and, to the extent necessary, stay any state court proceedings pending resolution of any individual plaintiff's Durom Cup case. Of course these case-management decisions are yours, and yours alone.

However, I do believe that it is sensible and appropriate that we try to coordinate our efforts to bring this litigation to a global conclusion. Given my involvement in these cases since 2009, I believe the process provided for in the Settlement Agreement is the best and most efficient way to achieve this shared objective.

If you have questions about the Settlement Agreement, I would direct you to the Plaintiffs' Liaison Counsel and counsel for Zimmer who are referenced in the Settlement Agreement. I would also be happy to discuss with you my experience with the Durom Cup litigation, and my efforts to bring this litigation to a conclusion through the Settlement Agreement. Please feel free to contact me. Thank you for your consideration.

Very truly yours,

/s/ Susan D. Wigenton

Susan D. Wigenton, U.S.D.J.

Enclosures

cc: J. Joseph Tanner and Andrew L. Campbell
Faegre Baker Daniels LLP
300 N. Meridian Street, Suite 2700
Indianapolis, IN 46204)

Plaintiff's Counsel