IN RE STRYKER REJUVENATE HIP STEM AND ABG II MODULAR HIP STEM LITIGATION	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: BERGEN COUNTY MASTER DOCKET NO. BER-L-936-13 CASE CODE 296

STIPULATION REGARDING STRYKER CORPORATION AND STRYKER IRELAND LTD.

The parties to this Stipulation, **Stryker Corporation and Stryker Ireland Ltd.** (collectively "Stryker Entities") and **Plaintiffs** in the above-entitled action, by and through their respective counsel below, hereby stipulate and agree as follows:

Definitions

As used herein, the term "Plaintiffs" shall mean all plaintiffs who have filed a complaint in the above-entitled action, In Re Stryker Rejuvenate Hip Stem and ABG II Modular Hip Stem Litigation, Case No. 296, pursuant to the Supreme Court Order dated January 24, 2013, designating the matter for Multicounty Litigation Status ("MCL"). As used herein, "claims" to which this Stipulation applies are defined as those which Plaintiffs may seek to allege at a future date against the Stryker Entities.

Preamble and Terms

WHEREAS the Plaintiffs have not named the Stryker Entities as Defendants in the MCL, but Plaintiffs intend to preserve future claims against the Stryker Entities that may be asserted at a later date in the MCL.

NOW, THEREFORE Plaintiffs and the Stryker Entities agree to toll any applicable statute of limitations, statute of repose and/or doctrines of equitable estoppel, laches, waiver,

unclean hands or collateral estoppel (collectively "Defenses") in the MCL based upon the terms set forth hereinbelow:

A. The period of tolling of such Defenses shall relate back to the original filing date of each individual Plaintiff's complaint and shall terminate at the close of the above-captioned litigation, unless otherwise ordered or agreed.

B. The tolling provided herein is solely for the purpose of preserving Plaintiffs' potential future claims that they may seek to bring against the Stryker Entities in the MCL only. Plaintiffs and the Stryker Entities agree that by entering into this Stipulation, no defenses that existed and were available to the Stryker Entities as of the filing date of each Plaintiff's complaint are being waived or impaired in any manner whatsoever, and no claims which were barred by any applicable statute of limitations, statute of repose and/or doctrines of equitable estoppel, laches, waiver, unclean hands or collateral estoppel as of the filing date of each Plaintiff's complaint will be revived as a consequence of the tolling. Plaintiffs specifically acknowledge that the fact that the Stryker Entities have agreed to enter into this Stipulation at this time shall not be used to oppose or otherwise challenge any future motion by the Stryker Entities based on any defenses, which existed at the time of filing of each Plaintiff's complaint. Plaintiffs further specifically acknowledge that the fact that the Stryker Entities have agreed to enter into this Stipulation at this time shall not be used an admission that either of the Stryker Entities is a proper party to the MCL.

C. None of the claims or defenses available either to Plaintiffs or the Stryker Entities is impaired, diminished or modified in any respect whatsoever as a consequence of this Stipulation. Rather, it is the intent of the parties that their respective claims and defenses be fully preserved from the date of the filing of each Plaintiff's complaint.

D. This Stipulation relates only to Plaintiffs who have filed or who do file a Complaint in the MCL, In Re Stryker Rejuvenate Hip Stem and ABG II Modular Hip Stem Litigation, Case No. 296.

E. Notwithstanding the foregoing, any party hereto may request a conference with the Court to discuss a potential rescission or revocation of this Stipulation.

F. Each of the individual signatories below hereby represents and warrants that he/she has the authority to enter into this Stipulation on behalf of the parties. The execution of this Stipulation does not constitute an appearance by counsel on behalf of the Stryker Entities, and shall not constitute a waiver of service obligations related to any future pleadings against one or both of the Stryker Entities.

Dated: July 2, 2013

Defendants' Liaison Counsel

Kim M. Catullo
GIBBONS P.C.

Dated: July 2, 2013

Plaintiffs' Liaison Counsel

Ellen Relkin
WEITZ & LUXENBERG

SO ORDERED:

Hon. Brian R. Martinotti, J.S.C.