IN RE PELVIC MESH/BARD LITIGATION	**SUPERIOR COURT OF NEW JERSEY LAW DIVISION – ATLANTIC COUNTY**
THIS DOCUMENT RELATES TO PLAINTIFFS:	CASE NO. 292 CT
Sharon Davis (ATL-L-862-12)	Civil Action
Melanie and Mark Vigil (ATL-L-6917-10)	**CONSENT ORDER CONCERNING PRESERVATION AND TESTING OF EXPLANTS AND TISSUE SAMPLES IN BELLWETHER GROUP 1 CASES**
Rhonda Painter (ATL-L-4791-12)	

RECEIVED and FILED
MAY 31 2013
ATLANTIC COUNTY LAW DIVISION

Counsel for the parties having consented hereto,

IT IS on this 31 day of May, 2013, ORDERED that:

1. To the extent that explanted mesh or removed tissue (the "Materials") exists for any of the Group 1 Bellwether Cases (*Davis v. C.R. Bard, Inc. et al.*, Docket No. ATL-L-862-12, Master Docket No. L-6339-10, Bard Litigation, Case No. 292; *Vigil v. C.R. Bard, Inc. et al.*, Docket No. ATL-L-6917-10, Master Docket No. L-6339-10, Bard Litigation, Case No. 292; *Painter v. C.R. Bard, Inc., et al.*, Docket No. ATL-L-4791-12, Master Case No. L-6339-10-CT, Bard Litigation, Case No. 292), Plaintiffs will obtain the Materials from the medical facilities currently in possession of the Materials, and will maintain the Materials in an appropriate manner that preserves them for examination, testing and use by both parties. Within ten (10) days of this Order, or within ten (10) days of Plaintiffs obtaining the Materials *(whichever is sooner)*, Plaintiffs will provide Defendant with an indication from which of Plaintiffs' revision surgeries the Materials were obtained. The parties agree they shall document the chain of custody for all Materials appropriately.

2. Plaintiffs in the Group 1 Bellwether Cases agree to preserve at least one-half of the Materials in the form received from the medical facility for use by Defendant as it sees fit.

a. In the event any of the Materials are too small to be divided equally among the parties and still permit analysis by the experts, the parties agree to meet and confer and attempt to arrive at a mutually agreeable protocol as to that specific explanted mesh or tissue sample (the "Small Sample"). Neither party will perform any review, analysis, or testing on the Small Sample or alter the Small Sample in any way prior to reaching a mutually agreeable protocol. In the event no agreement can be reached, the parties will seek the Court's guidance.

b. If in the course of dividing the Materials to preserve at least one-half for use by Defendant, it becomes impossible to provide Defendant with Materials that can be used in the same manner that Plaintiffs are able to use their half of the Materials, Plaintiffs will immediately notify Defendant. The parties agree to meet and confer and attempt to arrive at a mutually agreeable protocol as to the Materials. Neither party will perform any review, analysis, or testing on the Materials or alter the Materials in any way prior to reaching a mutually agreeable protocol. In the event no agreement can be reached, the parties will seek the Court's guidance.

c. Paragraphs 2a and 2b shall only apply if the amount of Materials is such that it cannot be divided in a manner that would permit analysis by both parties, and shall not operate to restrict Plaintiffs' utilization of the Materials under any other circumstances not stated within this Order.

3. Plaintiffs in the Group 1 Bellwether Cases agree to provide Defendant with any slides obtained from pathology preserved at the time of revision surgery (the "Slides") after

Plaintiffs experts have reviewed the Slides. Plaintiffs will maintain the Slides in an appropriate manner that preserves them for examination, testing and use by both parties. To the extent Plaintiffs request additional slides be cut from the pathology block for any given revision surgery for use by Plaintiffs' experts to stain as they require, Plaintiffs in the Group 1 Bellwether Cases agree to ensure duplicate stained slides are created for use by Defendant.

4. This order specifically authorizes and directs any institution in possession of any Materials for the Group 1 Bellwether Cases to provide the Materials to Plaintiffs' counsel when requested, assuming Healthcare Insurance Portability and Accountability Act requirements are otherwise satisfied.

5. Nothing herein shall be construed to limit or constrain the ability of healthcare providers to do what is necessary for the care and treatment of a Plaintiff.

IT IS FURTHER ORDERED that a copy of this Order shall be served upon all counsel of record within seven (7) days of the date hereof.

Carol E. Higbee, P.J.Cv.

Dated: