FILED

JUN 02 2011

Carol E. Higbee, P.J.Cv.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: ATLANTIC COUNTY

CASE NO. 289

IN RE: REGLAN LITIGATION

MASTER DOCKET

CIVIL ACTION

ORDER REGARDING DISMISSAL AND TOLLING AGREEMENT AS TO DEFENDANT PFIZER INC

THIS MATTER having been brought before the Court for the dismissal and tolling of claims against Pfizer Inc in these coordinated cases, and good cause having been shown,

IT IS ON THIS day 2 of Jun 2011, **ORDERED AS FOLLOWS:**

I. SCOPE OF THIS AGREEMENT

This Tolling Agreement shall apply to each Complaint, Master Long Form Complaint, and Short Form Complaint that has been filed or is hereafter filed in the Superior Court of New Jersey that becomes part of the coordinated pretrial proceedings relating to the prescription drug Reglan® and/or metoclopramide (the "Reglan®/metoclopramide Litigation") in which Pfizer Inc ("Pfizer") is named as defendant. This Agreement dismisses claims against Pfizer without prejudice pending resolution of the litigation against Wyeth LLC and Wyeth Pharmaceuticals Inc. ("Wyeth").

II. PURPOSE OF THIS AGREEMENT

In their Complaints, Master Long Form Complaint, and Short Form Complaints, Plaintiffs allege that Wyeth was involved in the manufacture, distribution, marketing, sale, labeling, and design of Reglan®. Plaintiffs further allege that Pfizer acquired Wyeth's tort liabilities by virtue

of Pfizer's acquisition of Wyeth in October 2009. Pfizer denies that it acquired the assets or the liabilities of Wyeth and/or that it has any liability for the acts of Wyeth. The parties agree that Pfizer has been sued solely because of its relationship with Wyeth and that a question exists regarding Pfizer's successor liability, if any. The parties further agree to litigate this issue if and when it becomes necessary; specifically, at such time as Wyeth is not able to fully satisfy any monetary liability.

III. STIPULATION OF DISMISSAL AND TOLLING OF CLAIMS AGAINST PFIZER INC

As to any case that is presently pending in which Pfizer is named as a defendant in the Complaint, including the Master Long Form Complaint and Short Form Complaints, Plaintiffs hereby dismiss any and all claims against Pfizer without prejudice. As to any case that is hereafter filed in which Pfizer is named as a defendant, Plaintiff(s) hereby agree that, upon filing of the Complaint, Master Long Form Complaint, and/or Short Form Complaint, any and all claims against Pfizer are dismissed without prejudice.

The dismissal without prejudice of any and all claims against Pfizer will remain in effect until such time the case as against Wyeth settles, reaches judgment, or is otherwise dismissed or discontinued. In particular:

A. If the case is discontinued as against Wyeth and Wyeth owes no monetary liability to Plaintiff(s), Plaintiff(s) hereby agree that, upon such time the case is discontinued as against Wyeth, any and all claims against Pfizer are dismissed with prejudice.

B. If the case is discontinued as against Wyeth and Wyeth owes any amount of monetary liability to Plaintiff(s), the dismissal without prejudice of any and all claims against Pfizer will continue to remain in effect until such time Wyeth is obligated to fully satisfy its monetary liability to Plaintiff(s).

If, at the time it is obligated to do so, Wyeth fully satisfies its monetary liability to Plaintiff(s), Plaintiff(s) hereby agree that, upon payment by Wyeth, any and all claims against Pfizer are dismissed with prejudice.

If, at the time it is obligated to do so, Wyeth is unable to fully satisfy its monetary liability to Plaintiff(s), Plaintiff(s) may ~~reinstate any and all~~ claims against Pfizer, which will relate back to the original date of the filing of Plaintiff's lawsuit.

IV. EFFECT OF STIPULATION OF DISMISSAL AND TOLLING AGREEMENT

Under this Tolling Agreement, Pfizer is relieved of any obligations imposed by any Case Management Order. This Agreement does not waive Pfizer's rights to assert any and all claims and defenses it has, if it is brought back into any matter.

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