FILED

APR 08 2014

BRIAN R. MARTINOTTI
J.S.C.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY

IN RE: MIRENA® LITIGATION

CASE NO. 297

This Document Relates to All Actions

MASTER DOCKET NO.:
BER-L-4098-13

CASE MANAGEMENT ORDER NO. 23

PRODUCTION OF DOMESTIC WITNESS PERSONNEL FILES

The parties having met and conferred and agreed on production of certain portions of the personnel files of domestic witnesses who are noticed for deposition in these MultiCounty Litigation Proceedings; the Court having reviewed the submission and for good cause shown; it is on this 8th day of April, 2014

ORDERED that with respect to the deposition of any domestic witness taken in these MultiCounty Litigation Proceedings, seven (7) days in advance of the deposition, Defendant shall produce the following portions of that witness' personnel file:

1. Any personnel or performance reviews, evaluations, critiques, rewards or action plans related to the witness' performance with respect to Mirena® and their overall job title/function as it relates to activities also performed for Mirena®;

2. Any self-review, self-evaluation, self-critique and/or action plans created as a part of any formal policy related to the witness' performance with respect to Mirena® and their overall job title/function as it relates to activities also performed for Mirena®;

3. Any document evidencing periodic reviews of performance or discipline up to and including termination related to the witness' performance with respect to Mirena® and their overall job title/function as it relates to activities also performed for Mirena®;

4. Any documents reflecting any award given to the witness under any incentive plan, salary, bonus or other forms of compensation related to the witness' performance with respect to Mirena® and their overall job title/function as it relates to activities also performed for Mirena®; and

5. Any portion of any termination, severance or separation document reflecting: (i) any post-employment consulting relationship with Bayer or any agreement to provide assistance to Bayer in connection with litigation; (ii) the reasons for termination, if the reasons stated refer to Mirena® and/or their overall job title/function as it relates to activities also performed for Mirena®, or (iii) any non-disparagement clause or provision.

HONORABLE BRIAN R. MARTINOTTI, J.S.C.