IN RE: YAZ®/YASMIN®/OCELLA® PRODUCTS LIABILITY LITIGATION	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: BERGEN COUNTY CASE NO. 287 CIVIL ACTION
This Document Applies to All Cases	

FILED
OCT 24 2012
BRIAN R. MARTINOTTI
J.S.C.

CASE MANAGEMENT ORDER NO. 36
Supplementing Case Management Orders Nos. 5 and 15

IT IS on this 24 day of October, 2012;

ORDERED as follows:

1. This CMO supplements but does not replace, CMO Nos. 5 and 15.

2. Bayer may provide documents that relate to a plaintiff or group of plaintiffs that are or have been designated "Confidential" or "Highly Confidential," which shall include copies of Plaintiff Fact Sheets, medical records and any other information that is subject to the protections of HIPAA, to its insurers who have been identified to plaintiffs in this litigation and counsel for those insurers (or to insurers' counsel to provide to the insurer(s)), without those insurers becoming subject to CMO 5 or CMO 15. Notwithstanding the foregoing, however, nothing herein, including the receipt and/or use of "Confidential" and/or "Highly Confidential" material or information, shall constitute any admission of, or any evidence that, any insurer in any way does business in the United States, or in any state, territory or possession of the United States, or that any insurer is subject to the jurisdiction of this Court.

3. Any insurer and its respective counsel receiving any "Confidential" or "Highly Confidential" information shall agree to maintain the confidentiality of any documents designated as confidential, including any medical records of PFS.

4. Prior to receipt of any "Confidential" or "Highly Confidential" information by any insurer or its counsel receiving such information, a person with sufficient authority to bind each insurer and/or its counsel who receives "Confidential" or "Highly Confidential" information shall provide Bayer with a letter confirming its agreement to maintain the confidential nature of such documents.

5. Bayer shall notify Lead or Liaison counsel in New Jersey of the name of each law firm and/or insurer whose letter pursuant to this CMO has been received by Bayer's counsel, and Bayer shall provide a copy of each such letter to Lead or Liaison counsel.

6. Any "Confidential" or "Highly Confidential" materials provided to an insurer and/or its law firm pursuant to this CMO shall only be used for the evaluation of the claims asserted in this litigation and in connection with any coverage negotiation, dispute or arbitration between Bayer and an insurer.

7. Any "Confidential" or "Highly Confidential" materials provided to an insurer and/or its law firm pursuant to this CMO shall be returned or destroyed within 18 months of receipt (unless extended by subsequent order or by agreement with Lead or Liaison Counsel) and an acknowledgement of destruction shall be provided to Bayer and to Lead or Liaison counsel. Further, each insurer and its law firm shall take appropriate steps (*e.g.*, anonymizing) to protect "Confidential" or "Highly Confidential" information in any internal summaries, abstracts or other claims handling materials that it generates.

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

* by consent of all counsel -