

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF SOUTH CAROLINA  
CHARLESTON DIVISION**

In re: Bausch & Lomb, Inc. Contact Lens Solution  
Products Liability Litigation

MDL Docket No. 1785

This Document Relates to: All Actions

**PRETRIAL ORDER**

**I. APPLICABILITY OF ORDER**

This Order shall govern all cases (1) transferred to this Court by the Judicial Panel on Multidistrict Litigation, pursuant to its Order of August 14, 2006; (2) any tag-along actions subsequently transferred to this Court by the Judicial Panel on Multidistrict Litigation pursuant to Rule 7.4 of the Rules of Procedure of that Panel; and (3) all related cases originally filed in this Court or transferred or removed to this Court.

**II. DIRECT FILING OF NEW FEDERAL CASES INTO MDL 1785**

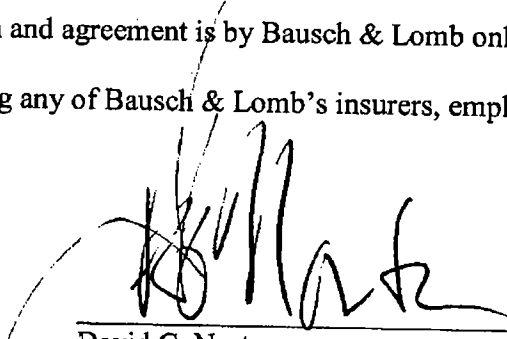
**A. Waiver of Any Objections to Improper Venue**

In order to eliminate the delays associated with transfer of cases filed in or removed to other federal district courts to this Court, and to promote judicial efficiency, defendant Bausch & Lomb, Inc., has stipulated and agreed that it will not assert any objection of improper venue pursuant to Fed. R. Civ. P. 12(b) as to any *ReNu with MoistureLoc* related cases filed directly in the District of South Carolina that emanate from districts outside the District of South Carolina and that would appropriately be included in this multidistrict litigation proceeding. Accordingly, a plaintiff may now file any such complaint against Bausch & Lomb directly in the District of South Carolina, rather than in a federal district court affording proper venue. Bausch & Lomb's

stipulation and agreement in this regard is contingent on the understanding that upon the completion of all pretrial proceedings applicable to a case filed before this Court pursuant to this provision, this Court, pursuant to 28 U.S.C. § 1404(a), will transfer that case to a federal district court of proper venue, as defined in 28 U.S.C. § 1391, based on the recommendations of the parties to that case. The Court intends to proceed consistent with that understanding. This stipulation and agreement is by Bausch & Lomb only and does not apply to any other defendant, including any of Bausch & Lomb's insurers, employees, or representatives.

**B. Waiver of Right to Assert that Filing in the District of South Carolina did not Interrupt Prescription or Limitations Period**

Bausch & Lomb has further stipulated and agreed that it will not assert that any filing made pursuant to Paragraph II.A. above did not interrupt the applicable prescriptive or limitations period for the claims raised in such complaint. The waiver, however, does not act as an acknowledgment of any prescriptive or limitations periods that may have run prior to the filing, and Bausch & Lomb specifically reserves the right to assert that any such period already accrued. Additionally, this stipulation and agreement is by Bausch & Lomb only and does not apply to any other defendant, including any of Bausch & Lomb's insurers, employees or representatives.

  
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David C. Norton  
United States District Judge

December 18, 2006  
Charleston, SC