

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF WEST VIRGINIA
CHARLESTON DIVISION**

IN RE: BOSTON SCIENTIFIC, CORP.)
PELVIC REPAIR SYSTEMS)
PRODUCTS LIABILITY LITIGATION)
) MDL NO. 2326
)

**PRETRIAL ORDER # 218
(ORDER APPOINTING RANDI S. ELLIS AS SETTLEMENT MASTER
FOR SETTLEMENT AGREEMENT
BETWEEN BOSTON SCIENTIFIC AND CERTAIN PLAINTIFFS' COUNSEL)**

Napoli Shkolnik, PLLC, (collectively, "Plaintiffs' Counsel") has entered into a separate Confidential Settlement Agreement (the "Settlement Agreement") with Boson Scientific, Corp. ("Boston Scientific"), to resolve the claims related to the implantation of Boston Scientific Pelvic Repair Products (as defined in the Settlement Agreement). Under the provisions of the Settlement Agreement, Plaintiffs' Counsel has agreed to seek the approval of this Court to appoint a Settlement Master to perform certain defined functions related to the administration and implementation of the Settlement Agreement. Plaintiffs' Counsel submits that Randi S. Ellis is well-qualified to perform these, and other functions discussed in the Unopposed Motion to Appoint Settlement Master [ECF No. 8506], and supported by an Affidavit from Randi S. Ellis attached thereto.

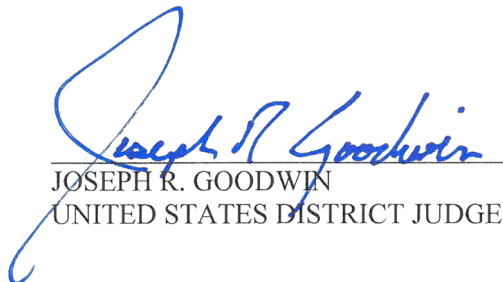
Defendant Boston Scientific does not oppose Plaintiffs' Counsel's request. The Court, pursuant to its inherent authority, and having considered the request, and cognizant of the important public policy of encouraging settlement among litigating parties, hereby issues the following Order.

IT IS ORDERED THAT:

1. The Unopposed Motion to Appoint Settlement Master [ECF No. 8506] is **GRANTED**.
2. The following Motions are **DENIED**: ECF Nos. 8502, 8503;
3. Randi S. Ellis is hereby appointed as the Settlement Master for the administration of the settlement reached between Plaintiffs' Counsel and Boston Scientific, related to the implantation of Boston Scientific Pelvic Repair Products (as defined in the Settlement Agreement).
4. The duties of the Settlement Master shall be as set forth in the Settlement Agreement.
5. In furtherance of the fair and efficient administration and implantation of the settlements, the Settlement Master may have *ex parte* communications with the parties to the Settlement Agreement, Plaintiffs' Counsel and their clients, Defendant Boston Scientific and its counsel, or the Court, and such *ex parte* communications shall not be deemed to have waived any attorney-client privileges.
6. The Settlement Master shall be compensated as specified in the Settlement Agreement.

The Court **DIRECTS** the Clerk to file a copy of this order in 2:12-MD-2326.

ENTER: August 17, 2012


JOSEPH R. GOODWIN
UNITED STATES DISTRICT JUDGE