

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

IN RE: NEOMEDIC
PELVIC REPAIR SYSTEM
PRODUCTS LIABILITY LITIGATION

MDL No. 2511

THIS DOCUMENT RELATES TO ALL CASES

**PRETRIAL ORDER # 19
(ORDER RE: ETHAN GREENE, SPECIAL MASTER)**

On November 16, 2015, Neomedic and MDL 2511 Co-Lead Counsel entered into a Memorandum of Understanding intended to resolve the claims of individuals who have had implanted one or more pelvic repair systems manufactured by Desarrollo e Investigacion Medica Aragonesa, S.L., Neomedic International, S.L., Neomedic, Inc. and Specialties Remeex International, S.L. (collectively, "Neomedic") for treatment of pelvic organ prolapse and stress urinary incontinence. As set forth in the Memorandum of Understanding, the parties agreed that the Special Master shall be responsible for resolving specified issues that could arise in the implementation of the Memorandum of Understanding.

I appointed Ethan Greene as Special Master to facilitate settlement discussions between the plaintiffs' leadership and Neomedic defendants in MDL 2511. [Pretrial Order No. 16]. I subsequently reaffirmed Ethan Greene's authority and responsibilities as Special Master nunc pro tunc. [Pretrial Order No 17].

I have been notified that plaintiffs' leadership counsel and defendants' counsel have no objection to entry of the instant Order. Pursuant to my inherent authority and the authority under Federal Rule of Civil Procedure 53, it is **ORDERED** that Paragraphs 1, 3, and 4 of Pretrial Order #16 be amended as follows:

Paragraph 1 of PTO # 16 is amended, and the following language is substituted for Paragraph 1 of PTO # 16:

“Ethan P. Greene, Esquire, Reisman Karron Greene LLP, 1700 K St., NW, Washington, DC 20006 is hereby appointed as the Special Master to facilitate settlement discussions between plaintiffs' counsel and Neomedic related to the implantation of Neomedic's pelvic repair system products and to perform the duties consented to by the parties in their Memorandum of Understanding.”

Paragraph 3 of PTO # 16 is amended, and the following language is substituted for Paragraph 3 of PTO # 16:

“In order to facilitate settlement discussions and perform the duties consented to by the parties in their Memorandum of Understanding, the Special Master may have confidential *ex parte* communications with plaintiffs' counsel, client representative(s) and in house counsel for Neomedic with full authority to make all decisions in MDL 2511, representative(s) and in house counsel for Neomedic's applicable insurer, lead counsel for Neomedic, lead counsel for Neomedic's applicable insurer, the Trustee agreed to by the parties in their Memorandum of Understanding, the Lien Resolution Administrator agreed to by the parties in their Memorandum of Understanding, and the Court in relation to his role as Special Master, and such *ex parte* communications shall not be deemed to have created or waived any attorney-client privileges.”

Paragraph 4 of PTO # 16 is amended, and the following language is substituted for

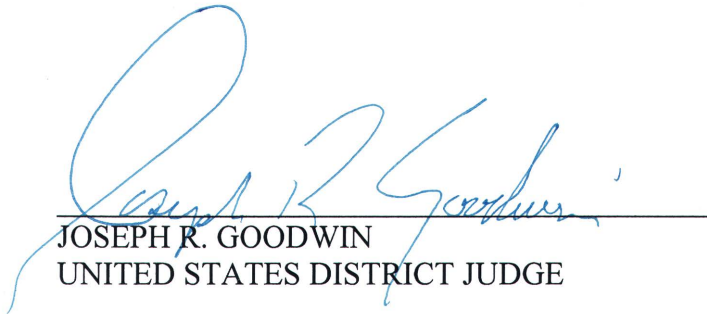
Paragraph 4 of PTO # 16:

“To execute the responsibilities and duties of his office, the Special Master shall be vested with the powers described and contemplated under Federal Rule of Civil Procedure 53(c)(1)(b) and 53(e) and as described and contemplated in the parties’ Memorandum of Understanding, including the right to:

- a. Review and analyze all papers, affidavits, and legal memoranda filed with this Court and any other court of competent jurisdiction that bear upon the parties’ settlement positions;**
- b. Schedule, convene, preside over, and otherwise conduct any meetings, hearings, conferences, dispositions or proceedings deemed necessary to facilitate good-faith settlement discussions between plaintiffs’ counsel and Neomedic and the implementation of the parties’ Memorandum of Understanding, including resolving any issues designated for resolution by the Special Master pursuant to the Memorandum of Understanding;**
- c. Incur necessary expenses and costs at reasonable levels to permit him to function fully in pursuance of the tasks covered by this reference. This power shall include the authority to incur expenses and costs needed to engage the services of necessary personnel, including but not limited to the professional services of other attorneys and personnel at Reisman Karron Greene LLP, and to acquire supplies and customary services associated therewith.”**

The court DIRECTS the Clerk to file a copy of this order in 2:14-md-02511 and it shall apply to each member related case previously transferred to, removed to, or filed in this district, which includes counsel in all member cases up to and including civil action number 2:15-cv-14933. In cases subsequently filed in this district, a copy of the most recent pretrial order will be provided by the Clerk to counsel appearing in each new action at the time of filing of the complaint. In cases subsequently removed or transferred to this court, a copy of the most recent pretrial order will be provided by the clerk to counsel appearing in each new action upon removal or transfer. It shall be the responsibility of the parties to review and abide by all pretrial orders previously entered by the court. The orders may be accessed through the CM/ECF system or the court's website at www.wvsd.uscourts.gov.

ENTER: December 1, 2015



JOSEPH R. GOODWIN
UNITED STATES DISTRICT JUDGE