

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

CHARLESTON DIVISION

**IN RE: BOSTON SCIENTIFIC CORP.
PELVIC REPAIR SYSTEM
PRODUCTS LIABILITY LITIGATION**

MDL 2326

THIS DOCUMENT RELATES TO

Laurie Forbes v. Boston Scientific Corp.

Civil Action No. 2:12-cv-00792

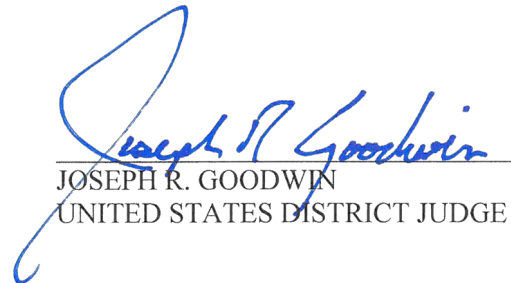
ORDER

Pending before the court is Plaintiff’s Motion and Memorandum of Law Determining Prospect Funding Holdings, LLC’s Litigation Purchase Agreement is Unenforceable as a Violation of Public Policy. [ECF No. 67]. The instant lawsuit alleges negligence, strict liability and other claims against defendant Boston Scientific Corporation (“BSC”)¹ related to the implantation of pelvic mesh, which was allegedly manufactured by BSC. In the Motion filed by plaintiff, plaintiff seeks a determination by this court that a contract entered into by plaintiff and Prospect Funding Partners, a litigation funding company and nonparty to the instant litigation, is unenforceable as a violation of public policy. Plaintiff’s Motion must be denied. Plaintiff’s claim related to Prospect Funding Holdings, LLC is a separate and distinct contract dispute between plaintiff and a nonparty to the instant action. Accordingly, the court **ORDERS** that Plaintiff’s Motion is **DENIED**.

¹ Plaintiff also alleged claims against Coloplast, Corp., another mesh manufacturer, that has since been dismissed.

The Clerk is directed to send a copy of this Order to counsel of record and any unrepresented party. The court further directs the Clerk to post a copy of this published opinion on the court's website, www.wvsc.uscourts.gov.

ENTER: December 13, 2019



JOSEPH R. GOODWIN
UNITED STATES DISTRICT JUDGE