



**IN THE UNITED STATES DISTRICT COURT
DISTRICT COURT OF NEW JERSEY
CAMDEN VICINAGE**

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| In re: BENICAR (OLMESARTAN) |) | MDL Docket 15-2606 |
| |) | |
| PRODUCTS LIABILITY LITIGATION |) | |
| |) | |
| |) | HON. ROBERT B. KUGLER |
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This Document Relates To All Actions

CASE MANAGEMENT ORDER NO.: 31

**APPOINTMENT OF SPECIAL MASTER FOR SETTLEMENT AND OTHER
MATTERS IN AID OF A PROPOSED SETTLEMENT AGREEMENT**

The MDL Plaintiffs' Executive Committee, with the consent and agreement of defense counsel have requested the appointment of a Special Master in aid of the proposed settlement of this litigation, pursuant to Federal Rule of Civil Procedure 53.

Under the provisions of the Master Settlement Agreement, the Parties have identified and consented to the appointment of a Special Master to assist in the administration and

implementation of certain aspects of the settlement, naming Judge Marina Corodemus (Ret.) State of New Jersey Judiciary, now managing partner of the firm Corodemus & Corodemus, LLC.

The Court, having reviewed the duly noticed motion of the MDL Plaintiffs' Executive Committee, to which the defendants have consented, and having considered the papers submitted, and arguments of counsel, and cognizant of the important public policy of encouraging settlement among litigating parties, hereby GRANTS said motion and issues the following Order.

IT IS HEREBY ORDERED THAT:

1. Appointment of Special Master: The Court hereby appoints Judge Marina Corodemus (JSC Ret.) Managing Partner of the Law Firm of Corodemus & Corodemus LLC as Special Master to perform the duties consented to by the Parties as set forth under the terms of this Order:

2. Special Master Duties: The Special Master is selected by the Parties as set forth in the Master Settlement Agreement and hereby appointed to fully perform the duties specified thereunder, but not limited to hearing all applications to dismiss claims for a failure to comply with the terms of the Agreement, and making a recommendation to this Court on the resolution of any motions specified in such Agreement. The Special Master shall preserve and maintain all documentation of the aforesaid activities, and shall provide such records or summaries thereof as may be required by the Court. These duties will be performed for the duration of the settlement program, as required to effectuate the settlement.

3. Ex Parte Communications: The Special Master may have ex parte communications with the claims administrator, members of the Plaintiffs' Negotiating Committee, the Parties, the Claimants or their representatives, Claimants' counsel, or the Court, where necessary for the full and fair implementation of this Order.

4. Court Review of Orders, Findings and Recommendations: The Court shall review and render decisions regarding the Special Master's recommendations on motions to dismiss, and any objections thereto, as set forth by Rule 53(f).

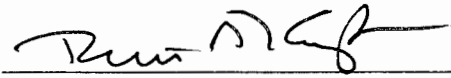
5. Compensation: The Special Master shall be compensated privately as specified in the Master Settlement Agreement, and pursuant to the agreement of the Parties. The hourly rate for the Special Master's duties described herein is to be \$600.00 per hour, the hourly rate for the Special Master's of counsel attorney, if needed, is to be \$425.00, and the paralegal hourly rate is to be \$125.00 per hour.

6. Proceed with Reasonable Diligence: The Special Master shall proceed with reasonable diligence in the execution of all duties under this Order, and in accordance with the time periods set forth in the Master Settlement Agreement.

7. Conflict Disclosures: The motion includes the affidavit of Judge Marina Corodemus (ret.), pursuant to Federal Rule of Procedure section 53(b)(3)(A) establishing that there are no grounds for disqualification under 28 U.S.C. section 455.

IT IS SO ORDERED

Dated: August 1, 2017



Hon. Robert B. Kugler
United States District Court Judge