

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

***IN RE: ALLERGAN BIOCELL
TEXTURED BREAST IMPLANT
PRODUCT LIABILITY LITIGATION***

**THIS DOCUMENT RELATES TO:
ALL CASES**

**Case No. 2:19-md-02921(BRM)(LDW)
MDL No. 2921**

JUDGE BRIAN A. MARTINOTTI

**MAGISTRATE JUDGE LEDA DUNN
WETTRE**

CASE MANAGEMENT ORDER NO. 38

**(Order Establishing Qualified Settlement Fund and Appointing Claims Administrator,
Special Master, and Lien Administrator)**

The Parties having met and conferred and having agreed and jointly submitted this Case Management Order to the Court, and the Court being fully advised, and for good cause shown, the Court hereby orders that Co-Lead Counsel for Plaintiffs establish an escrow account as a Qualified Settlement Fund pursuant to Treas. Reg. § 1.468B-1 (the “QSF”), in order to receive any funds that are potentially paid by Defendants according to the terms of any settlement agreements that are ultimately reached by the Parties as a result of the mediation process that has been ordered by the Court and which is being overseen by the Court-appointed mediator, Judge Diane Welsh (Ret.).

The Court retains continuing jurisdiction over all issues regarding the formation and administration of the QSF. The Court hereby appoints BrownGreer PLC (“BrownGreer”) as the administrator of the QSF. Plaintiffs’ Co-Lead Counsel and BrownGreer are authorized to expend funds from the QSF, once it is funded, to pay applicable taxes, tax expenses, and administration costs regarding the QSF, as set forth in any settlement agreements that are ultimately reached by the Parties as a result of their mediation process.

Pursuant to Federal Rule of Civil Procedure 53, and with the agreement of the Parties, the Court further orders and appoints a: (i) Claims Administrator; (ii) Special Master; and (iii) Lien Administrator, as set forth below.

I. APPOINTMENT OF CLAIMS ADMINISTRATOR

1. BrownGreer PLC (“BrownGreer”), whose qualifications for appointment are set forth in the Declaration of Roma Petkauskas, Esq., which Plaintiffs are hereby ordered to file on the docket following the execution of this Case Management Order, is hereby appointed as the Claims Administrator to oversee the administration of any settlements that are ultimately reached by the Parties in this litigation, pursuant to the terms of any such settlement agreements (which the Court understands may contain confidentiality terms).

2. As set forth above, as the Court-appointed Claims Administrator, BrownGreer shall also serve as the administrator of any QSF and shall act as a fiduciary of the QSF in accordance with the terms set forth in any settlement agreements that are ultimately reached by the Parties in this litigation, as well as pursuant to any terms in any escrow agreement between Plaintiffs’ Co-Lead Counsel and the agreed financial institution that shall hold any such settlement funds. Upon the establishment of the QSF by Plaintiffs’ Co-Lead Counsel, BrownGreer shall open a custodial bank account(s) and obtain a Taxpayer Identification Number from the Internal Revenue Service. The QSF shall be opened with Huntington Bank pursuant to the agreement of the parties.

3. For the purpose of Section 468B of the Internal Revenue Code, BrownGreer, as Claims Administrator, shall timely and properly provide all information and other tax returns necessary or advisable with respect to the QSF and the amounts held in the QSF, including the returns described in Treasury Regulation § 1.468B-2(k)(1). Such returns (as well as the election described in Section 468B) shall be consistent with Section 468B and in all events shall reflect that

all taxes (including any estimated taxes, interest or penalties, or tax detriments) on the income earned by the QSF shall be paid exclusively out of the QSF, in accordance with Section 468B.

4. BrownGreer, as Claims Administrator, shall not make any distributions of settlement proceeds except upon the satisfaction of all conditions precedent set forth in any settlement agreements between the Parties.

5. To facilitate the performance of BrownGreer's duties, as set forth above, all Parties and their counsel, and any person subject to any ultimate settlement agreements that are reached by the Parties, shall fully cooperate with and timely respond to reasonable requests for information from BrownGreer in connection with BrownGreer's performance of its duties under any settlement agreements between the Parties.

6. BrownGreer shall use all information and data that it collects from Claimants and counsel solely to perform its assigned duties as set forth in this Case Management Order and in any settlement agreements between the Parties.

7. All costs and expenses for use of the Claims Administrator shall be paid pursuant to the terms in any settlement agreements that are ultimately agreed as a result of the Parties' mediation process.

II. APPOINTMENT OF SPECIAL MASTER

8. United States Magistrate Judge Joel Schneider (Ret.) ("Judge Schneider"), whose qualifications for appointment are set forth in the Declaration of Judge Joel Schneider, which Plaintiffs are hereby ordered to file on the docket following the execution of this Case Management Order, is hereby appointed as the Special Master, to perform all duties assigned to that role pursuant to the terms of any settlement agreements that are ultimately reached by the Parties in this litigation. For example, the Special Master shall hear and decide all appeals from the Claims

Administrator's determinations and perform such other duties as are assigned to the Special Master under such settlement agreements.

9. All costs and fees for use of the Special Master shall be paid pursuant to the terms in any settlement agreements that are ultimately agreed as a result of the Parties' mediation process.

III. APPOINTMENT OF LIEN ADMINISTRATOR

10. Wolf Global Compliance, LLC ("WGC"), whose qualifications for appointment are set forth in the Declaration of Jason Wolf, which Plaintiffs are hereby ordered to file on the docket following the execution of this Case Management Order, is hereby appointed as the Lien Administrator to perform all duties assigned to that role pursuant to the terms of any settlement agreements that are ultimately reached by the Parties in this litigation, including the negotiation and resolution of medical liens asserted by lienholders, including, without limitation, global resolutions, and such other duties as Plaintiffs' Co-Lead Counsel and the Lien Administrator so agree.

11. All costs and expenses for use of the Lien Administrator shall be paid pursuant to the terms in any settlement agreements that are ultimately agreed as a result of the Parties' mediation process.

IV. GENERAL PROVISIONS

12. The persons and entities appointed by this Order are permitted access to all information regarding any settling person(s) in this litigation, may use such information as is necessary for the implementation of any settlement agreements that are ultimately agreed as a result of the Parties' mediation process, and shall maintain any confidentiality obligations set forth in any such settlement agreements, subject to any Orders of this Court and applicable law. This

Court retains continuing jurisdiction over all of its appointments, and all issues arising out of this litigation.

IT IS SO ORDERED.

BY THE COURT:

Dated: December 24, 2025

/s/Brian R. Martinotti

Hon. Brian R. Martinotti, U.S.D.J.