

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY
CAMDEN VICINAGE

IN RE: BENICAR (OLMESARTAN) PRODUCTS LIABILITY LITIGATION	MDL No. 2606
THIS DOCUMENT RELATES TO ALL CASES	HON. ROBERT B. KUGLER CIVIL NO. 15-2606 (RBK)(JS)

CASE MANAGEMENT ORDER NO. 36
APPOINTMENT OF A *PRO SE* REPRESENTATIVE

Considering the recent settlement reached in this MDL, the Parties have conferred and concluded that the Plaintiffs' Steering Committee ("PSC") should designate one of its members to provide information and guidance to *pro se* plaintiffs who inquire about the settlement process contained in the Master Settlement Agreement ("MSA"). As a result, the PSC has recommended Anthony D. Irpino of Irpino, Avin & Hawkins, 2216 Magazine Street New Orleans, LA, 70130, (504) 525-1500. Having considered this recommendation,

IT IS ORDERED BY THE COURT, that Anthony D. Irpino be appointed as *Pro Se* Representative in this matter, and that Mr. Irpino be tasked with acting as a resource for *pro se* claimants who inquire about the settlement process set forth in the MSA. The *Pro Se Representative* shall proceed with all reasonable diligence and shall exercise his rights and responsibilities as follows, to-wit:

I. Duties.

The *Pro Se* Representative shall be responsible for providing information, explanation, and assistance to *pro se* claimants in order to facilitate their compliance with the orders of this Court related to the settlement process.

A. The *Pro Se* Representative shall assist with *pro se* claimants by explaining to them the general terms of the settlement and the requirements of the settlement process and assisting them with registration of their claim, if they choose to do so.

B. The *Pro Se* Representative shall assist *pro se* claimants who wish to make a claim by registering their claims in accordance with the Census Order entered by this Court.

C. The *Pro Se* Representative shall assist *pro se* claimants who wish to opt-in to the settlement program by advising *pro se* claimants that they need to obtain legal representation for the purpose of submitting the documents required under the MSA, and by providing *pro se* claimants with information and/or resources for potential legal representation options.

D. The *Pro Se* Representative shall maintain a list of all *pro se* claimants with whom he has contact. The list shall include the name and contact information for each *pro se* claimant.

E. The *Pro Se* Representative is not responsible for ordering medical records or submitting any claim forms or materials on behalf of any *pro se* claimants.

II. Authority.

A. The *Pro Se* Representative shall have the authority, to engage support personnel at his law firm to assist in the discharge of responsibilities set forth herein.

B. The *Pro Se Representative* may initiate contact and communicate with any *pro se* plaintiff or claimant, or counsel for any plaintiff or claimant, as the *Pro Se Representative* deems appropriate, with respect to the settlement process.

C. The *Pro Se Representative* shall not enter into an attorney-client contract with any *pro se* plaintiff or claimant and shall not charge any fees or costs to any *pro se* plaintiff or claimant.

III. Miscellaneous.

A. **Length of Appointment.** The *Pro Se Representative* shall serve until the deadline for submitting complete claim packages, as set forth in the MSA, has passed.

B. **Cooperation and Assistance from Claims Administrator.** BrownGreer PLC, the Claims Administrator, shall, on an expedited basis, provide the *Pro Se Representative* with the names and all possible contact information of any person who is already known by (or who later becomes known to) the Claims Administrator as a *pro se* plaintiff or claimant. Moreover, BrownGreer PLC shall, on an expedited basis, provide the *Pro Se Representative* with information, relevant assistance and/or relevant accommodations (e.g., a separate portal number and/or access code for *pro se* plaintiffs or claimants) which are needed by the *Pro Se Representative* in order to fulfill the duties outlined herein.

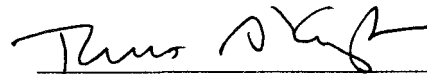
C. **Privilege.** The *Pro Se Representative* does not represent the *pro se* plaintiffs or claimants in a legal capacity, but shall act only as a resource to assist with the settlement process. Information received by the *Pro Se Representative* from *pro se* plaintiffs or claimants shall be deemed confidential and privileged.

D. **Contact.** Should the *Pro Se Representative* have questions regarding the administration or management of the settlement program, or should questions arise concerning

his assistance to the *pro se* plaintiffs or claimants, the *Pro Se* Representative shall contact the Plaintiffs' Co-Lead Counsel or another member of the Plaintiffs' Executive Committee.

E. Compensation. As the *Pro Se* Representative will be providing services to this Court by assisting in the administration of the settlement program, the *Pro Se* Representative and his associates and staff shall be compensated from the Common Benefit Fund as part and parcel of compensation to be provided in accordance with CMO No. 3.

THUS DONE AND SIGNED in Camden, New Jersey this 23rd day of August, 2017.



ROBERT B. KUGLER
UNITED STATES DISTRICT JUDGE