

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO

IN RE:)	MDL Docket No. 1953
)	
HEPARIN PRODUCTS)	CHIEF JUDGE JAMES G. CARR
LIABILITY LITIGATION)	CASE NO. 1:08-60000
)	
)	ALL CASES

PRETRIAL ORDER NO. 6 COMMON BENEFIT ORDER (ESTABLISHING COMMON BENEFIT FUND TO COMPENSATE AND REIMBURSE ATTORNEYS FOR SERVICES PERFORMED AND EXPENSES INCURRED FOR MDL ADMINISTRATION AND OTHERWISE FOR PLAINTIFFS' GENERAL BENEFIT)

This Order is entered to provide for the fair and equitable sharing among plaintiffs of the cost of services performed and expenses incurred by attorneys acting for MDL administration and common benefit of all plaintiffs in this complex litigation. This Court's authority in this regard derives from the Supreme Court's common benefit doctrine, as established in *Trustees v. Greenough*, 105 U.S. 527 (1881); refined in, *inter alia*, *Central Railroad & Banking Co. v. Pettus*, 113 U.S. 116 (1884); *Sprague v. Ticonic National Bank*, 307 U.S. 161 (1939); *Mills v. Electric Auto-Lite Co.*, 396 U.S. 375 (1970); *Boeing Co. v. Van Gemert*, 444 U.S. 472 (1980); and approved and implemented in the MDL context, in, *inter alia*, *In re MGM Grand Hotel Fire Litigation*, 660 F. Supp. 522, 525-29 (D. Nev. 1987); *In re Air Crash Disaster at Florida Everglades on December 29, 1972*, 549 F.2d 1006, 1019-21 (5th Cir. 1977). Any disputes arising under this Order which cannot be resolved by agreement of Counsel, will be resolved by this Court in the exercise of its jurisdiction under the equitable principles of the common fund/common benefit doctrine.

The Court Orders as follows:

A. Common Benefit Fund For Expenses to be Established

Adele Jasion, CPA, of the firm of Gilmore, Jasion & Mahler is hereby appointed as Escrow Agent for the purpose of receiving and disbursing funds as provided in this Order. These funds will be held as funds subject to the direction of the Court and are hereinafter referred to as the "Common Benefit Fund." No party or attorney has any individual right to any of these funds except to the extent of amounts directed to be disbursed to such person by order of the Court. These funds do not constitute the separate property of any party or attorney and are not subject to garnishment or attachment for the debts of any party or attorney except when and as directed to be disbursed to a specific person as provided by court order.

The Escrow Agent is directed to establish an interest bearing account at Waterford Bank in Toledo, Ohio, to which she will deposit funds received in accordance with this Order. The name on the account will be "Heparin Common Benefit Fund." All funds deposited to the account shall be held subject to the direction and further order of this Court.

The hourly rates to be charged by Gilmore, Jasion & Mahler shall be \$215 per hour for Ms. Jasion and comparable professionals within the firm, and \$85 - 110 per hour for associate assistance, depending on experience. The Escrow Agent shall keep detailed records of all deposits and withdrawals and prepare tax returns and other tax filings. The Escrow Agent shall submit quarterly detailed bills to the Court and to Plaintiff's Liaison Counsel. Upon approval, the CPA's bills shall be paid from the Heparin MDL PSC Fund until such time as there are sufficient funds in the Common Benefit Fund, and shall be considered a shared cost in accordance with ¶ B.2.c, below.

1. **Assessments for the Common Benefit Expense Fund.**

- a. After September 1, 2008 all plaintiffs and their attorneys who either agree or have agreed to settle, compromise, dismiss, or reduce the amount of a claim or, with or without trial, recover a judgment for monetary damages or other monetary relief, including compensatory and punitive damages, with respect to any Heparin claims are subject to an assessment of the “gross monetary recovery,” to be withheld by defendants and paid into the Common Benefit Fund by defendants, as provided herein.
- b. Defendants are directed to withhold the amount of this assessment from any amounts paid to plaintiffs and their counsel for any claim being handled by a plaintiff’s attorney who has or had at least one case pending in federal court, and from any amounts paid to plaintiffs and their counsel for any claim either filed in any state court or unfiled, where the plaintiff’s counsel has executed an agreement to cooperate with the MDL (Exhibit A or B hereto). The assessment shall be paid to the Escrow Agent who shall deposit such assessments directly into the Common Benefit Fund as a credit against the settlement or judgment by the Settling Defendant. Once the assessment payment is made by defendants, a settling defendant’s obligations under this Order shall be fully discharged. If for any reason the assessment is not or has not been so withheld, the plaintiff and his or her counsel are deemed jointly responsible for paying the assessment into the Common Benefit Fund promptly. The payments to be made to the Escrow Agent shall not be disclosed by the Escrow Agent

except upon written order of this court. The purpose of maintaining confidentiality is to protect the defendants legitimate concerns regarding disclosure of the amounts that it deposits into the escrow fund inasmuch as knowledge of such amounts would allow calculation of any sums defendants determine should be paid in satisfaction of any obligation it has to a plaintiff covered by this order. The Escrow Agent shall report to the Court, from time to time, the sums that are deposited in the account, and such other information as shall be necessary and sufficient for the Agent and Court to determine if the amount deposited is the correct amount required under the terms of this order. The Escrow Agent shall confer with the Plaintiffs' Liaison Counsel, Defendants' Liaison Counsel, and the Court to determine the appropriate form that should be completed and accompany any payment to be made to the Escrow Agent to allow the Escrow Agent to verify the accuracy of any payment made. Defense Counsel shall provide, no less than quarterly, a notice to the Court and Plaintiffs' Liaison Counsel a confidential list of all counsel who settled cases in the prior month and the participation status of such counsel. The Escrow Agent shall provide to Plaintiffs' Liaison Counsel, Defense Liaison Counsel, and the Court the aggregate of the deposits, disbursements, interest earned, charges, and current balance.

- c. No orders of dismissal of any plaintiff's claim in which any recovery is received, and which is subject to this Order, shall be filed unless

accompanied by a certificate of plaintiff's and defendants' counsel that the assessment has been withheld and paid to the escrow agent for deposit into the Common Benefit Fund or, alternatively, a certification that the assessment order does not apply to the action. A certification that this Order does not apply to a particular case shall be provided to Plaintiffs' Liaison Counsel prior to payment of any amount, and Plaintiffs' Liaison Counsel shall have five (5) business days to object to the certification in writing to Defendants, at which time Defendants shall be prohibited from making any payment to the Plaintiff or her counsel until the parties resolve the objection or the matter is disposed of by the Court upon motion of any party.

- d. The Plaintiffs' Liaison Counsel on a quarterly basis shall provide Defendants' Liaison Counsel and the Court or its designee with a list of cases and/or counsel who have entered into Participation Agreements with the Plaintiff's Liaison Counsel. In the event there is a dispute as to whether a case should be on the list, Plaintiffs' Liaison Counsel shall resolve the matter with the particular plaintiff's counsel either informally or upon motion.
- e. In measuring the "gross monetary recovery:"
 - (1) Court costs that are to be paid by the defendant shall be excluded.
 - (2) The present value of any fixed and certain payments to be made in the future shall be included.
 - (3) Nothing in this Order shall be deemed to modify, alter, or change

the terms of any fee contracts between any plaintiffs' counsel and their individual clients.

f. This obligation attaches in the following instances:

(1) 60-Day Participation Option – MDL and State Court Cases. For all cases whose counsel have agreed within 60 days of the date of this Order to cooperate with the MDL by signing the appropriate agreement [attached hereto as Exhibit A] and delivering it to Plaintiffs' Liaison Counsel, the assessment in such cases shall be three percent (3%) as fees and three percent (3%) as costs (a total of six percent (6%)) of the "gross monetary recovery." The assessment shall apply to all Heparin cases now pending or later filed in, transferred to, or removed to, this Court as well as all unfiled and tolled cases and claims treated as part of the coordinated proceeding known as *In re: Heparin Products Liability Litigation*, MDL 1953, and resolved after the date this Order is signed, including cases later remanded to a state court or any cases on tolling agreements, filed in any state court, or clients whose cases are as yet unfilled. As noted above, three percent (3%) shall be deemed fees to be subtracted from the attorneys' fees portions of individual fee contracts, and three percent (3%) shall be deemed costs to be subtracted from the client portion of individual fee contracts. This option shall be required on all cases (state, federal, filed or unfiled) by all members of the PSC, any PSC sub-committee members, and any Court approved State Liaison Committee.

(2) Post 60-Day Assessment Options – MDL and State Court Cases.

(a) Later participation by attorneys with no prior filed Heparin cases.

Following the 60-Day period in the preceding paragraph, any counsel who files for the first time a case involving a personal injury claim relating to Heparin that becomes part of this MDL shall have 30 days from the date the claim receives a docket number in the Northern District of Ohio to cooperate with the MDL by signing an appropriate agreement [attached hereto as Exhibit A] and delivering it to Plaintiffs' Liaison Counsel; the assessment in such cases shall be three percent (3%) as fees and three percent (3%) as costs (a total of six percent (6%)) of the "gross monetary recovery." Similarly, any counsel who files a case involving a personal injury claim relating to Heparin that does not become part of this MDL, but who agrees to cooperate with the MDL, may do so by signing an appropriate agreement [attached hereto as Exhibit A]. The assessment shall apply to all Heparin cases, now pending or later filed in, transferred to, or removed to, this Court as well as all unfiled and tolled cases and claims treated as part of the coordinated proceeding known as *In re: Heparin Products Liability Litigation*, MDL 1953, and resolved after the date of this Order, including cases later remanded to a state court or any cases on tolling agreements, cases filed in any state court, or clients whose cases are as yet unfiled. Three percent (3%) shall be deemed fees to be subtracted from the attorneys' fees portions of individual fee contracts, and three percent (3%) shall be deemed costs to be subtracted from the client portion of individual fee contracts.

(b) Non-participating State Court Cases. Any Counsel who has cases in State court and who determines not to participate with the MDL PSC and execute a participation agreement with the PSC, may seek access to MDL and/or PSC non-work-product materials from the PSC by contacting the Executive Committee in writing; however, the MDL PSC shall be under no obligation to allow such counsel access to any MDL materials unless such counsel executes and delivers a Participation Agreement.

(c) **Later Participation.** Other than as identified in paragraph A.1.f.(2)(a) above, following the initial 60-day period to permit counsel to consider the 60-Day Participation Option, Counsel with at least one case in the MDL and/or counsel with cases only pending in State court, tolled or otherwise unfiled cases who sign an appropriate agreement [Attached hereto as Exhibit B], **the assessment in such cases shall be five percent (5%) as fees and three percent (3%) as costs (a total of eight percent (8%))** of the “gross monetary recovery” on all Heparin claims and cases now pending, or later filed in, transferred to, or removed to, this Court and treated as part of the coordinated proceeding known as *In re: Heparin Products Liability Litigation*, MDL 1953, as well as unfiled, tolled, or cases filed in State court. As noted above, five percent (5%) shall be deemed fees to be subtracted from the attorneys’ fees portions of individual

fee contracts, and three percent (3%) shall be deemed costs to be subtracted from the client portion of individual fee contracts.

g. Any case pending in the MDL, in which counsel fails to timely make an election under the preceding paragraphs, shall be assessed five percent (5%) as fees and three percent (3%) as costs (a total of eight percent (8%)) of the “gross monetary recovery.” Nothing in this Order shall limit the PSC’s right or ability to seek an equitable contribution against any state court case in which the Plaintiff’s counsel was provided access to the MDL work product.

2. Disbursements from Common Benefit Expense Fund.

- a. Upon subsequent Order of the Court, payments may be made from the Common Benefit Fund to attorneys who provide services or incur expenses for the joint and common benefit of plaintiffs in addition to their own client or clients. Attorneys eligible thereto are limited to members of the Plaintiffs’ Steering Committee (including members of the Plaintiffs’ Executive Committee), attorneys who are member of a sub-committee established by the Plaintiffs’ Executive Committee who are called upon by them to assist in performing their responsibilities, Plaintiffs’ State Liaison Counsel, and other attorneys performing PSC-approved responsibilities in MDL or state court actions. Such attorneys who maintain actions in state court and obtain rulings that inure to the benefit of all plaintiffs in the MDL shall be permitted to submit for common benefit treatment the time and costs associated with obtaining such rulings. All time and expenses are subject to proper and timely submission of contemporaneous records certified to have been timely received.
- b. Payments will be allowed only to entities for special services performed,

and to reimburse for special expenses incurred, for the joint and common benefit of all plaintiffs, which have been specifically authorized by the PEC.

- c. Payment may, for example, be made for services and expenses related to the obtaining, reviewing, indexing, and payment for hard copies of computerized images of documents for the defendants; to conducting depositions; and to activities connected with the coordination of federal and state litigation. The Common Benefit Fund will not, however, be used to pay for services and expenses related to a particular case, such as the deposition of a treating physician, even if such activity results in some incidental and/or consequential benefit to other plaintiffs, or for an attorney to “learn the case,” except that, at the PEC's discretion, work performed on behalf of cases selected as bellwether cases for trial may be classified as common benefit.
- d. Payments will not exceed the fair value of the services performed (plus any court approved multiplier) or the reasonable amount of the expenses incurred, and, depending upon the amount of the fund, may be limited to a part of the value of such services and expenses.
- e. No amounts will be disbursed without review and approval by the Court or such other mechanism as the Court may deem just and proper under the circumstances. Defense Counsel shall provide at least quarterly notice to the Court or its designee and Plaintiffs' Liaison Counsel of the names and docket numbers of the cases for which it has withheld an assessment.

Monthly statements from the escrow agent shall be provided to Plaintiffs' Liaison Counsel, Defense Liaison Counsel, the Court, and the Court's designee showing, with respect to the funds controlled by the escrow agent, the aggregate of the monthly deposits, disbursements, interest earned, financial institution charges, if any, and current balance.

- f. If the Common Benefit Fund exceeds the amount needed to make all payments as provided in this order (for court approved costs, fees, and any court approved multiplier on any fees), the Court may order a refund to those who have contributed to the Common Benefit Fund. Any such refund will be made in proportion to the amount of the contributions.
- g. If the Common Benefit Fund is insufficient to make all payments as provided in this order (for court approved costs, fees, and any court approved multiplier on any fees), the Court may order, after motion, notice and hearing, an increase in the assessment percentage; provided, however, that in no event, shall any increase in the amount of the assessment be made after a case is settled. Rather the assessment amount in effect at the time of the settlement shall apply. In the event that the overall assessment amount is reduced, however, a refund shall be provided for any clients who settled prior to the reduction.
- h. Only attorneys who have executed a Participation Agreement and who are current in the payment of Assessments assessed by the Plaintiffs' Executive Committee at the time the Common Benefit Work is performed may apply for and be reimbursed for Common Benefit Work.

3. Incorporation by Reference

The guidelines set out in Pretrial Order 3 governing Attorney Fees and Expenses shall apply to all work and expenses referred to herein. The individual attorney agreements (“Participation Agreement”) attached hereto as Exhibits A and B are incorporated by reference and have the same effect as if fully set forth in the body of this Order.

s/James G. Carr

Chief Judge James G. Carr
United States District Court

**PARTICIPATION AGREEMENT
(60-DAY PARTICIPATION OPTION)**

This Agreement is made this _____ day of _____, 200____, by and between the Plaintiffs' Executive Committee ("PEC") appointed by the United States District Court for the Northern District of Ohio in MDL No. 1953 and _____ **FILL IN THE NAME OF THE FIRM EXECUTING THE AGREEMENT** (hereinafter "the Participating Attorneys").

WHEREAS, the United States District Court for the Northern District of Ohio has appointed David W. Zoll, Janet G. Abaray, Daniel E. Becnel, Jr., Daniel N. Gallucci, and John C. Evans to serve as members of the PEC to facilitate the conduct of pretrial proceedings in the federal actions relating to Heparin.

WHEREAS, the PEC in association with other attorneys working for the common benefit of plaintiffs have developed and are in the process of developing work product which will be valuable in the litigation of state court proceedings involving contaminated Heparin-induced injuries (the "PEC Work Product") and

WHEREAS, the Participating Attorneys are desirous of acquiring the PEC Work Product and establishing an amicable, working relationship with the PEC for the mutual benefit of their clients;

NOW, THEREFORE, in consideration of the covenants and promises contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. With respect to each client who they represent in connection with a Heparin related claim, whether currently with a filed claim in state or federal court or unfiled or on a tolling agreement, each of the Participating Attorneys shall deposit or cause to be deposited in an MDL Fee and Cost Account established by the District Court in the MDL a percentage proportion of the gross amount recovered by each such client which is

equal to six percent (6%) of the gross amount of recovery of each such client (3% fees; 3% costs). For purposes of this Agreement, the gross amount of recovery shall include the present value of any fixed and certain payments to be made to the plaintiff or claimant in the future. It is the intention of the parties that such assessment shall be in full and final satisfaction of any present or future obligation on the part of each Plaintiff and/or Participating Attorney to contribute to any fund for the payment or reimbursement of any legal fees, services or expenses incurred by, or due to, the MDL and/or any Common Benefit Attorneys. However the Parties recognize and acknowledge that the final amount of the Assessment may be adjusted, either up or down, upon motion and after notice and hearing in accordance with Pretrial Order No. 6, which is incorporated herein by reference.

2. The Participating Attorneys, on behalf of themselves, their affiliated counsel, and their clients, hereby grant and convey to the PSC a lien upon and/or a security interest in any recovery by any client who they represent in connection with any Heparin induced injury, to the full extent permitted by law, in order to secure payment in accordance with the provisions of paragraph 1 of this Agreement. The Participating Attorneys will undertake all actions and execute all documents which are reasonably necessary to effectuate and/or perfect this lien and/or security interest.
3. The amounts deposited in the MDL Common Benefit Fund shall be available for distribution to attorneys who have performed professional

services or incurred expenses for the benefit of the plaintiffs in MDL 1953 and any coordinated state court litigation pursuant to written authorization from Liaison Counsel of the PSC. Such sums shall be distributed only upon an Order of the Court in MDL 1953, which will be issued in accordance with applicable law governing the award of fees and costs in cases involving the creation of a common benefit, and in accordance with Pretrial Order No. 6, which is incorporated herein by reference. Appropriate consideration will be given to the experience, talent and contribution made by all of those authorized to perform activities for the common benefit, including the Participating Attorneys.

4. As the litigation progresses and work product of the same type and kind continues to be generated, the PSC will provide Participating Attorneys with such work product and will otherwise cooperate with the Participating Attorneys to coordinate the MDL litigation and the state litigation for the benefit of the plaintiffs.
5. Upon execution of this Agreement, the PSC will provide to the Participating Attorneys, to the extent developed, the PSC Work Product, including access to the PSC's depository.
6. The Participating Attorneys shall have the following rights:
 - a. Full participation in discovery matters and appropriate committee assignments with full recognition of the participation of the Participating Attorneys;
 - b. Appropriate participation and consultation in settlement

negotiations;

- c. Appropriate participation in trials, class action matters, management, fund administration and allocation of fees and costs.
7. The Participating Attorneys represent that the list appended hereto as Exhibit "A" correctly sets forth the name of each client represented by them who has filed a civil action arising from the use of Heparin, together with the Court and docket number of each such case, and that the list attached hereto as Exhibit "B" contains the name and Date of Birth of each client represented by them who has not yet filed a civil action arising from the use marketing and sales of Heparin.
 8. The Participating Attorneys shall supplement the lists appended hereto as Exhibit "A" and "B" on a quarterly basis.
 9. This Agreement shall apply to each and every claim or action (whether state or federal, filed or unfiled) arising from the use, marketing or sales of Heparin in which the Participating Attorneys have a right to a fee recovery beginning the date the MDL was assigned by the MDL Panel to this Court, including any claims referred by or to a Participating Attorney or any member of the Participating Attorney's firm.

David W. Zoll, Esq.
Plaintiffs' Liaison Counsel

Participating Attorney
[Firm Name & Address]

**PARTICIPATION AGREEMENT
(POST 60-DAY PARTICIPATION OPTION)**

This Agreement is made this _____ day of _____, 200____, by and between the Plaintiffs' Executive Committee ("PEC") appointed by the United States District Court for the Northern District of Ohio in MDL No. 1953 and _____ **[FILL IN THE NAME OF THE FIRM EXECUTING THE AGREEMENT]** (hereinafter "the Participating Attorneys").

WHEREAS, the United States District Court for the Northern District of Ohio has appointed David W. Zoll, Janet G. Abaray, Daniel E. Becnel, Jr., Daniel N. Gallucci, and John C. Evans to serve as members of the PEC to facilitate the conduct of pretrial proceedings in the federal actions relating to Heparin.

WHEREAS, the PEC in association with other attorneys working for the common benefit of plaintiffs have developed and are in the process of developing work product which will be valuable in the litigation of state court proceedings involving contaminated Heparin-induced injuries (the "PEC Work Product") and

WHEREAS, the Participating Attorneys are desirous of acquiring the PEC Work Product and establishing an amicable, working relationship with the PEC for the mutual benefit of their clients;

NOW, THEREFORE, in consideration of the covenants and promises contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. With respect to each client who they represent in connection with a Heparin related claim, whether currently with a filed claim in state or federal court or unfiled or on a tolling agreement, each of the Participating Attorneys shall deposit or cause to be deposited in an MDL Fee and Cost Account established by the District Court in the MDL a percentage proportion of the gross amount recovered by each such client which is

equal to eight percent (8%) of the gross amount of recovery of each such client (5% fees; 3% costs). For purposes of this Agreement, the gross amount of recovery shall include the present value of any fixed and certain payments to be made to the plaintiff or claimant in the future. It is the intention of the parties that such assessment shall be in full and final satisfaction of any present or future obligation on the part of each Plaintiff and/or Participating Attorney to contribute to any fund for the payment or reimbursement of any legal fees, services or expenses incurred by, or due to, the MDL and/or any Common Benefit Attorneys. However the Parties recognize and acknowledge that the final amount of the Assessment may be adjusted, either up or down, upon motion and after notice and hearing, in accordance with Pretrial Order No. 6, which is incorporated herein by reference.

2. The Participating Attorneys, on behalf of themselves, their affiliated counsel, and their clients, hereby grant and convey to the PSC a lien upon and/or a security interest in any recovery by any client who they represent in connection with any Heparin induced injury, to the full extent permitted by law, in order to secure payment in accordance with the provisions of paragraph 1 of this Agreement. The Participating Attorneys will undertake all actions and execute all documents which are reasonably necessary to effectuate and/or perfect this lien and/or security interest.
3. The amounts deposited in the MDL Common Benefit Fund shall be available for distribution to attorneys who have performed professional

services or incurred expenses for the benefit of the plaintiffs in MDL 1953 and any coordinated state court litigation pursuant to written authorization from Liaison Counsel of the PSC. Such sums shall be distributed only upon an Order of the Court in MDL 1953, which will be issued in accordance with applicable law governing the award of fees and costs in cases involving the creation of a common benefit, and in accordance with Pretrial Order No. 6, which is incorporated herein by reference. Appropriate consideration will be given to the experience, talent and contribution made by all of those authorized to perform activities for the common benefit, including the Participating Attorneys.

4. As the litigation progresses and work product of the same type and kind continues to be generated, the PSC will provide Participating Attorneys with such work product and will otherwise cooperate with the Participating Attorneys to coordinate the MDL litigation and the state litigation for the benefit of the plaintiffs.
5. Upon execution of this Agreement, the PSC will provide to the Participating Attorneys, to the extent developed, the PSC Work Product, including access to the PSC's depository.
6. The Participating Attorneys shall have the following rights:
 - a. Full participation in discovery matters and appropriate committee assignments with full recognition of the participation of the Participating Attorneys;
 - b. Appropriate participation and consultation in settlement

negotiations;

- c. Appropriate participation in trials, class action matters, management, fund administration and allocation of fees and costs.
7. The Participating Attorneys represent that the list appended hereto as Exhibit "A" correctly sets forth the name of each client represented by them who has filed a civil action arising from the use of Heparin, together with the Court and docket number of each such case, and that the list attached hereto as Exhibit "B" contains the name and Date of Birth of each client represented by them who has not yet filed a civil action arising from the use marketing and sales of Heparin.
 8. The Participating Attorneys shall supplement the lists appended hereto as Exhibit "A" and "B" on a quarterly basis.
 9. This Agreement shall apply to each and every claim or action (whether state or federal, filed or unfiled) arising from the use, marketing or sales of Heparin in which the Participating Attorneys have a right to a fee recovery beginning the date the MDL was assigned by the MDL Panel to this Court, including any claims referred by or to a Participating Attorney or any member of the Participating Attorney's firm.

David W. Zoll, Esq.
Plaintiffs' Liaison Counsel

Participating Attorney
[Firm Name & Address]