

**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 NO. 2326

THIS DOCUMENT RELATES TO ALL CASES

**PRETRIAL ORDER # 130  
(ORDER APPOINTING CATHY YANNI AS SPECIAL MASTER  
FOR PRIVATE SETTLEMENT AGREEMENTS BETWEEN BSC AND CERTAIN  
PLAINTIFFS' COUNSEL)**

Blasingame, Burch, Garrard & Ashley, P.C. (collectively, "Plaintiffs' Counsel") has entered into a separate Confidential Master Settlement Agreement (the "Settlement Agreement") with Boston Scientific Corporation and related entities defined by agreement as "BSC" to resolve the claims related to the implantation of BSC's Pelvic Repair Products (as defined in the Settlement Agreement). Under the provisions of the Settlement Agreement, Plaintiffs' Counsel has agreed to seek the approval of this Court to appoint a Special Master to perform certain defined functions related to the administration and implementation of the Settlement Agreement. Plaintiffs' Counsel believes that Cathy Yanni is well-qualified to perform these and other functions discussed below.

Accordingly, Plaintiffs' Counsel request, pursuant to the Court's inherent case management powers, the appointment of Cathy Yanni to assist in the administration and implementation of their settlement with BSC, with the authority to:

- Determine that the calculation, allocation, division and distribution of settlement payments among the claimants pursuant to the terms of the Settlement Agreement provides for fair and reasonable compensation for each client based on the facts and circumstances of this

litigation, including the risk to all parties of litigation, the cost, the time delay, the medical evidence, the science, the compensation circumstances, and the inherent risk of litigation generally;

- Serve as mediator to facilitate the resolution of any disputes that may arise related to the categorization and processing of claims under the terms of the Settlement Agreement;
- Serve as arbitrator in binding arbitration for any insurance companies or other third-parties who agree in writing with Plaintiffs' Counsel to submit any disputes regarding whether or not health care coverage and reimbursement claims fall within the scope of the litigation and therefore subject to insurance liens or subrogation rights, and if so, the amount of such liens under terms of the applicable agreement between counsel and the insurer;
- Serve as mediator of claims as jointly requested by Plaintiffs' Counsel and BSC; and
- Serve as the final and binding arbitrator on any and all Appeals asserted by claimants to the settlement allocation.

BSC does not oppose Plaintiffs' Counsel's request. The Court, pursuant to its inherent authority, and having considered the request, and cognizant of the important public policy of encouraging settlement among litigating parties, hereby issues the following Order.

**IT IS ORDERED THAT:**

1. Cathy Yanni, JAMS, Two Embarcadero Center, Suite 1500, San Francisco, CA 94111, is hereby appointed as the Special Master for the administration of the settlement reached between Blasingame, Burch, Garrard & Ashley, P.C., and BSC, related to the implantation of BSC's Pelvic Repair Products (as defined in the Settlement Agreement).
2. The duties of the Special Master shall be as set forth in the Settlement Agreement entered into between Plaintiffs' Counsel and BSC. A purpose of this Order is to provide all parties

and their counsel with notice of the availability of the Special Master to assist in the process of settling claims related to BSC Pelvic Repair Products.

3. In furtherance of the fair and efficient administration and implantation of the settlements, the Special Master may have *ex parte* communications with the parties to the Settlement Agreement, Plaintiffs' Counsel and their clients, BSC and its counsel, or the Court, and such *ex parte* communications shall not be deemed to have waived any attorney-client privileges.
4. The Special Master shall be compensated privately as specified respectively in the Settlement Agreement or by agreement with the Special Master. **The Court will approve all compensation made to the Special Master.** The Court approves payment of the Special Master in accordance with the following:
  - a. Claimants and Plaintiffs' Counsel and the Special Master agree that the JAMS will receive a payment of \$300.00 per case or claim which is the subject of the Settlement Agreement, plus \$10,000.00 per calendar quarter commencing with the calendar quarter in which the Settlement Agreement is entered, and \$2,000.00 per appeal for any claim which is the subject of an appeal to the Special Master.
5. Subject to approval and Order of the Court, any firm settling claims against BSC related to its pelvic repair system products may engage the Special Master to perform the duties as set forth in that party's settlement agreement. When so approved by the Court, this Order shall apply.
6. An affidavit by the Special Master has been submitted and is attached hereto.
7. The Special Master shall report to the Court on a quarterly basis or as requested by the Court.

The Court **DIRECTS** the Clerk to file a copy of this order in 2:12-md-2326 and it shall apply to each member related case previously transferred to, removed to, or filed in this district, which includes counsel in all member cases up to and including civil action number 2:15-cv-15875. In cases subsequently filed in this district, a copy of the most recent pretrial order will be provided by the Clerk to counsel appearing in each new action at the time of filing of the complaint. In cases subsequently removed or transferred to this court, a copy of the most recent pretrial order will be provided by the clerk to counsel appearing in each new action upon removal or transfer. It shall be the responsibility of the parties to review and abide by all pretrial orders previously entered by the court. The orders may be accessed through the CM/ECF system or the court's website at [www.wvsd.uscourts.gov](http://www.wvsd.uscourts.gov).

ENTER: December 7, 2015



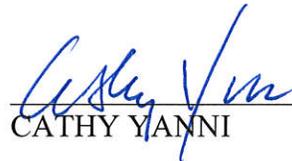
JOSEPH R. GOODWIN  
UNITED STATES DISTRICT JUDGE



4. Over the past 17 years, I have acted as a Special Master, mediator or arbitrator in over 10,000 matters. I was appointed by the Hon. Joseph R. Goodwin to act as the Special Master for certain private settlement agreements between Covidien and C.R. Bard and certain Plaintiffs' counsel. I was appointed Settlement and Discovery Special Master by The Hon. Dan Polster, Northern District of Ohio, in *Gadolinium Contrast Dyes Product Liability Litigation*. I was appointed Special Master by The Hon. Richard Kramer, Superior Court of California, San Francisco County for the *Gadolinium Contrast Dyes Product Liability Litigation*. I served as Special Master for the *St. Jude Riata Lead Wire Medical Device Litigation*. I also served as Special Master for *Kelly v. Xoft*, and mediated and allocated funds for claims arising out of alleged Tungsten Migration used in breast cancer treatment. I was appointed Special Master by the Hon. Wynne Carvill, Superior Court of California, Alameda County for the *Medtronic Infuse Litigation* to oversee, administrate and allocate and inventory settlement. I was appointed Special Master in the *PPA Consolidated Cases* by The Hon. Anthony Mohr, Superior Court of California, Los Angeles County, for all remaining PPA cases (Phenylpropanolamine, an additive in over the counter diet and cold medications). I was appointed Federal Mediator in *Baycol MDL* by The Hon. Michael J. David, District of Minnesota. I was appointed Settlement Special Master in the *Bextra MDL* to allocate and distribute multi-million dollar settlement proceeds. I was appointed Settlement Special Master in the *Ortho Evra MDL* to design and implement allocation of multi-million dollar settlement proceeds to claimants. I was appointed Settlement Special Master in the *Zicam I and II MDL* for allocation of settlement proceeds. I was appointed Settlement Special Master in the *Zyprexa I and II MDL* by The Hon. Jack Weinstein, Eastern District of New York, to design and implement claims administration process and allocation of a \$800 million dollar settlement. Finally, I was appointed Federal Mediator in *Silicon Gel Breast Implant Litigation* by The Hon. Denise Hood, US District Court Eastern District Michigan.

5. I have thoroughly familiarized myself with the issues involved in the case captioned above, as a result of my knowledge of that case, I can attest and affirm that there are

no grounds for disqualification that would prevent me from serving as a Special Master in the above captioned matter. I have reviewed the pleadings, medical information and scientific information pertaining to mesh cases generally and specifically as it relates to the litigation involving Boston Scientific Corp. manufactured products. I will use the information gathered and my experience in performing my duties as Special Master.

  
CATHY YANNI

Sworn to before me this  
24 day of November, 2015

*SEE ATTACHED  
JURAT KE*

\_\_\_\_\_  
NOTARY PUBLIC

# JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

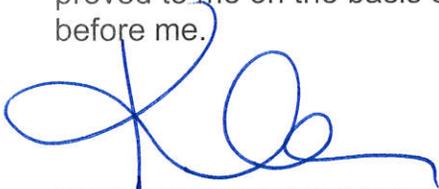
State of California

County of San Francisco

Subscribed and sworn to (or affirmed) before me on this 24<sup>th</sup> day of November,

20 15 by Cathy Yanni

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

  
Signature

(Seal)



## OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

In Re Boston Scientific Corp

(Title or description of attached document)

Affidavit of Cathy Yanni

(Title or description of attached document continued)

Number of Pages 3 Document Date 11/24/15

Additional information

## INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
  - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.