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U.S. DISTRICT COURT
EASTERN DISTRICT OF LA

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LORETTA G. WHYTE
CLERK

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA**

IN RE: PROPULSID	:	MDL NO. 1355
PRODUCTS LIABILITY LITIGATION	:	SECTION: L
	:	JUDGE FALLON
	:	MAG. WELLS ROBY
THIS DOCUMENT RELATES TO ALL CASES	:	

**JOINT MOTION AND ORDER FOR THE APPOINTMENT OF
SPECIAL MASTER, PATRICK A. JUNEAU, PURSUANT TO FEDERAL
RULE OF CIVIL PROCEDURE 53**

NOW INTO COURT, through undersigned counsel, come Defendants' Liaison Counsel ("DLC") and Plaintiffs' Liaison Counsel ("PLC"), who move this Court for an Order pursuant to Federal Rule of Civil Procedure 53 for the appointment of Special Master, Patrick A. Juneau, to exercise his rights and responsibilities as set forth in the MDL-1355 Term Sheet, and as set forth below. The parties agree that any duties described in this Joint Motion and Order do not supplant those set forth in the Term Sheet, but supplement them.

The parties agree:

- 1) To the appointment of Special Master, Patrick A Juneau, and consent that the Special Master shall perform the duties set forth in the Term Sheet, including but not limited to, Sections 1E, 2C, 5A, 5B, 6A, 6C, 7, 13C, 13D, 14 and 19.
- 2) That the Special Master shall have the authority to engage support personnel to

DATE OF ENTRY
JUN 29 2004

Fee	_____
Process	_____
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Doc. No.	_____ <i>1504</i>

assist in the management of the Program and he shall communicate with PLC and DLC with regards to the selection of attorneys who may assist him in the administration of the Program.

- 3) That the Special Master shall be compensated from the Administrative Fund, as defined in the Term Sheet, in the amount of:
 - a) \$250/hour for Mr. Juneau's services
 - b) \$175/hour for attorneys who assist Mr. Juneau in administering the Program
 - c) \$65/hour for paralegals who assist Mr. Juneau in administering the Program

(The parties further agree that in the event the Special Master appoints additional administrative personnel to assist him in administering and managing the Program who are not addressed in this Motion and Order, the parties will file a Supplemental Joint Motion and Order to accommodate appointment of the same.)

- 4) That the Special Master shall submit to the Court, with a copy to PLC and DLC, periodic reports with respect to the administration and management of the Program, as set forth in Section 1E of the Term Sheet. The Court shall determine the frequency of such submissions.
- 5) That the Special Master may communicate ex parte with the Court at the Special Master's discretion without providing notice to the parties.
- 6) That the Special Master may initiate contact and communicate with the PSC, defense counsel or any counsel for any claimant, as he deems appropriate, with respect to the efficient administration and management of the Program in

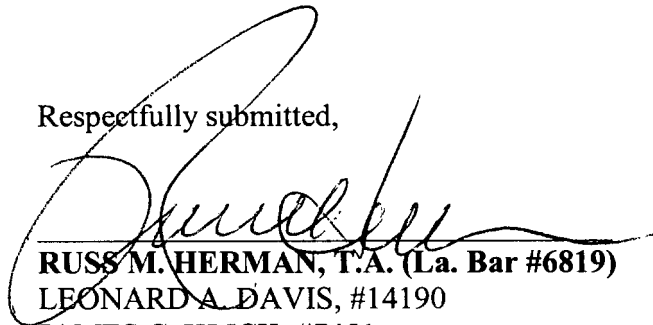
rendering decisions he is authorized to make under the Program. However, such communications shall not involve the substance or merits of a claim. If the Special Master initiates any such contact with the PSC, defense counsel or counsel for any claimant, he shall assure that the PSC and defense counsel are made aware of and have the right to participate in any such contact with the party opposite or claimant's counsel.

- 7) That all decisions rendered by the Special Master shall be in writing and shall be made of record.
- 8) That the Special Master shall not have the authority to:
 - a) Conduct any pre-trial or trial proceedings, except for conferences as the Special Master deems necessary for purposes of administering and managing the Program;
 - b) Sanction any party;
 - c) Conduct evidentiary hearings, except for receiving evidence on the extension of the deadlines as set forth in Sections 7 and 13D of the Term Sheet and for recommending to the Court an award of attorneys' fees as set forth in Section 19 of the Term Sheet;
 - d) Consider the amount of the Settlement Fund or exhaustion thereof as a limitation in making any award. In the event the total sums awarded to those found eligible under the Program exceed the total sum available in the Settlement Fund, the awards shall be reduced and paid on a pro rata basis.

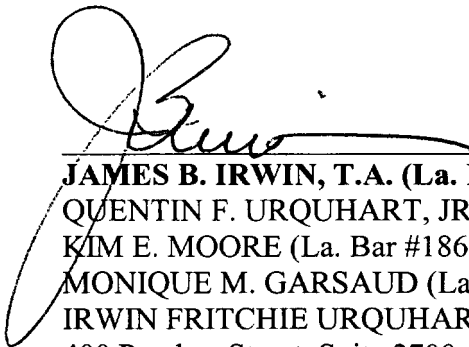
- 9) Any decision by the Special Master regarding the allowance of a claim as set forth in Section 1E of the Term Sheet; the amount of a settlement award as set forth in Section 6A of the Term Sheet; the sufficiency of medical records as set forth in Section 5B of the Term Sheet; the extension of deadlines as set forth in Sections 7 and 13D of the Term Sheet, or any other area in which authority is vested in the Special Master will be final and not reviewable by the parties and/or this Court. This provision does not apply to the Special Master's recommendation to the Court regarding attorneys' fees as set forth in Section 19 of the Term Sheet, which specifically vests authority in the Court to determine the amount of the award.
- 10) That the Special Master and his assistants shall be bound by confidentiality provisions of Sections 11 and 24 of the Term Sheet.

WHEREFORE, for the above and foregoing reasons, Plaintiffs' Liaison Counsel and Defendants' Liaison Counsel respectfully jointly request that the Court enter an Order pursuant to Federal Rule of Civil Procedure 53 in the form attached providing for the appointment of Special Master, Patrick A. Juneau.

Respectfully submitted,



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JOHNSON & JOHNSON**

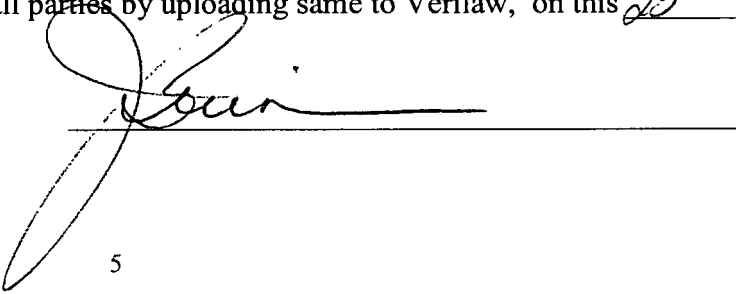
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**CO-LEAD COUNSEL FOR DEFENDANTS,
JANSSEN PHARMACEUTICA INC. AND
JOHNSON & JOHNSON**

CERTIFICATE OF SERVICE

I hereby certify that the foregoing pleading entitled) was served on Plaintiffs' Liaison Counsel by e-mail and by e-service to all parties by uploading same to Verilaw, on this 25th day of June, 2004.



AFFIDAVIT OF PATRICK A. JUNEAU
PURSUANT TO FRCP 53

STATE OF LOUISIANA)

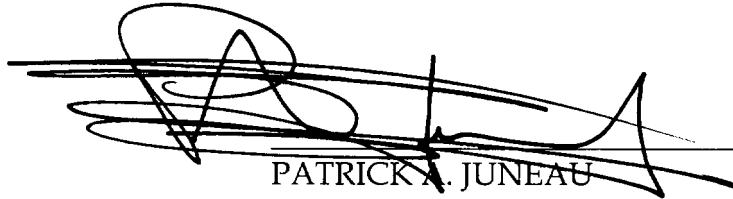
PARISH OF ORLEANS)

BEFORE ME, undersigned authority, personally came and appeared PATRICK A. JUNEAU, who, after being duly sworn, did depose and say:

I am an attorney at law and duly licensed to practice law in the State of Louisiana since 1965.

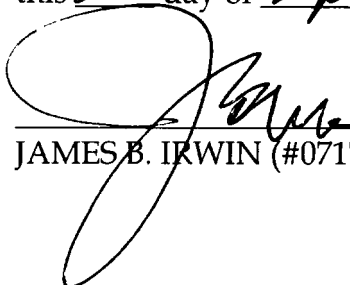
I have thoroughly familiarized myself with the issues involved in the case captioned In Re Propulsid Products Liability Litigation, MDL-1355, and as a result of my knowledge of that case, I can attest and affirm that there are no grounds for disqualification under 20 U.S.C. 455 that would prevent me from serving as the Special Master in the captioned matter.

FURTHER AFFIANT SAYETH NOT.


PATRICK A. JUNEAU

Sworn to and subscribed before me, Notary,

this 29th day of April, 2004.


JAMES B. IRWIN (#07172), NOTARY PUBLIC

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA**

IN RE: PROPULSID	:	MDL NO. 1355
PRODUCTS LIABILITY LITIGATION	:	SECTION: L
	:	
	:	JUDGE FALLON
	:	MAG. WELLS ROBY
THIS DOCUMENT RELATES TO ALL CASES	:	

**ORDER PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 53 GOVERNING
THE APPOINTMENT OF SPECIAL MASTER, PATRICK A. JUNEAU**

The foregoing Joint Motion for the Appointment of a Special Master be considered and after giving notice to the parties that the Court would appoint a Special Master; after receiving a suggestion from the parties to appoint Patrick A. Juneau as Special Master; and after receiving an affidavit from Patrick A. Juneau swearing that there is no ground for disqualification under 28 U.S.C. § 455;

IT IS ORDERED BY THE COURT, pursuant to Federal Rule of Civil Procedure 53, that said Motion be and is hereby granted appointing as Special Master, Patrick A. Juneau (the “Special Master”). The Special Master shall proceed with all reasonable diligence and shall exercise his rights and responsibilities as follows:

- 1) The Special Master shall perform the duties set forth in the Term Sheet, including but not limited to, Sections 1E, 2C, 5A, 5B, 6A, 6C, 7, 13C, 13D, 14 and 19, which are incorporated into this Order by reference herein.

- 2) The Special Master shall have the authority to engage support personnel to assist in the management of the Program and he shall communicate with PLC and DLC with regards to the selection of attorneys who may assist him in the administration of the Program.
- 3) The Special Master shall be compensated from the Administrative Fund, as defined in the Term Sheet, in the amount of:
 - a) \$250/hour for Mr. Juneau's services.
 - b) \$175/hour for attorneys who assist Mr. Juneau in administering the Program
 - c) \$65/hour for paralegals who assist Mr. Juneau in administering the Program

(In the event the Special Master appoints additional administrative personnel to assist him in administering and managing the Program who are not addressed in this Order, the parties will file a Supplemental Joint Motion and Order to accommodate appointment of the same.)

- 4) The Special Master shall submit to the Court, with a copy to PLC and DLC, periodic reports with respect to the administration and management of the Program, as set forth in Section 1E of the Term Sheet. The Court shall determine the frequency of such submissions;
- 5) The Special Master may communicate ex parte with the Court at the Special Master's discretion without providing notice to the parties;
- 6) The Special Master may initiate contact and communicate with the PSC, defense counsel or counsel for any claimant, as he deems appropriate, with respect to the

efficient administration and management of the Program in rendering decisions he is authorized to make under the Program. However, such communications shall not involve the substance or merits of a claim. If the Special Master initiates any such contact with the PSC, defense counsel or counsel for any claimant, he shall assure that the PSC and defense counsel are made aware of and have the right to participate in any such contact with the party opposite or claimant's counsel.

- 7) All decisions rendered by the Special Master shall be in writing and shall be made of record;
- 8) The Special Master shall not have the authority to:
 - a) Conduct any pre-trial or trial proceedings, except for conferences as the Special Master deems necessary for purposes of administering and managing the Program;
 - b) Sanction any party;
 - c) Conduct evidentiary hearings, except for receiving evidence on the extension of the deadlines as set forth in Sections 7 and 13D of the Term Sheet and for recommending to the Court an award of attorneys' fees as set forth in Section 19 of the Term Sheet;
 - d) Consider the amount of the Settlement Fund or exhaustion thereof as a limitation in making any award. In the event the total sums awarded to those found eligible under the Program exceed the total sum available in the Settlement Fund, the awards shall be reduced and paid on a pro rata basis.

- 9) Any decision by the Special Master regarding the allowance of a claim as set forth in Section 1E of the Term Sheet; the amount of a settlement award as set forth in Section 6A of the Term Sheet; the sufficiency of medical records as set forth in Section 5B; the extension of deadlines as set forth in Sections 7 and 13D of the Term Sheet, or any other area in which authority is vested in the Special Master will be final and not reviewable by the parties and/or this Court. This provision does not apply to the Special Master's recommendation to the Court regarding attorneys' fees as set forth in Section 19 of the Term Sheet, which specifically vests authority in the Court to determine the amount of the award.
- 10) The Special Master and his assistants shall be bound by the confidentiality provisions of Sections 11 and 24 of the Term Sheet.

NEW ORLEANS, LOUISIANA, this 24 day of June, 2004


UNITED STATES DISTRICT COURT JUDGE