

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY
CAMDEN VICINAGE

IN RE: BENICAR (OLMESARTAN) :
: Master Docket No. 15-2606(RBK-JS)
PRODUCTS LIABILITY LITIGATION :
:

ORDER

THIS MATTER comes before the Court on what is styled as an “Unopposed Petition to Establish Qualified Settlement Fund Subaccount” (document 1262). The law firm of Kirtland & Packard, LLP, (“K&P”) apparently represents a number of plaintiffs who have settled their claims against defendants in exchange for a monetary payment. (The court hasn’t manually counted the number of plaintiffs appearing on the list attached as Exhibit 1 to the “Petition” but has no reason to dispute the number 450 which appears in the November 15, 2019, letter from plaintiffs’ counsel).

There is a settlement fund and administrator appointed as part of the overall settlement of this case. The settlement proceeds would be paid in bulk to K&P with the firm then responsible for distributing the proceeds to its clients.

The Petition seeks to establish a sub-fund and have a separate administrator and bank to deliver the funds to its clients.

Other than relieving K&P of the administrative task of paying its clients the money they are owed, the necessity of such a scheme is not explained. The court assumes that K&P has contingent fee arrangements with its clients. The court further assumes that K&P has vast experience in dealing with personal injury cases in which they receive a contingent fee so they have experience distributing funds to their clients.

The court's concern is the plaintiffs. This is just another step in receiving the money they are entitled to. Furthermore, there is no indication each of the 450 clients has agreed to this proposal, particularly in light of the proposed requirement they indemnify the proposed Fund Administrator for certain claims. Counsel provides no evidence their clients understand what this means.

Nor is there any information provided about the proposed "Custody Bank," nor how long the Custody Bank and "Administrator" can hold the funds before paying the plaintiffs. Furthermore, Paragraph 12 provides "no bond be required." By whom? For what?

In short, the Court cannot conclude this Petition is in the best interest of these plaintiffs. Accordingly, the Petition is **denied**.

Dated: November 22, 2019

s/Robert B. Kugler
ROBERT B. KUGLER
United States District Judge