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TONY R. MOORE, CLERK
WESTERN DISTRICT OF LOUISIANA
LAFAYETTE, LOUISIANA

**IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA**

IN RE ACTOS (PIOGLITAZONE)
PRODUCTS LIABILITY LITIGATION

MDL No. 6:11-md-2299

JUDGE DOHERTY

This Document Applies to:
All Cases

MAGISTRATE JUDGE HANNA

COURT ORDER:
APPOINTMENT OF A *PRO SE* LIAISON

In response to this Court’s request that the Plaintiffs’ Steering Committee (“PSC”) designate one of its members to provide information and guidance to *pro se* plaintiffs in the *In Re: Actos (Pioglitazone) Products Liability Litigation*, the PSC has recommended W. James Singleton of The Singleton Law Firm, 4050 Linwood Ave., Shreveport, Louisiana. Considering this recommendation,

IT IS ORDERED BY THIS COURT, pursuant to Federal Rule of Civil Procedure 53, that W. James Singleton be appointed as *Pro Se* Liaison in this matter, and that Mr. Singleton be tasked with acting as liaison between the PSC and the *pro se* plaintiffs. The *Pro Se* Liaison shall proceed with all reasonable diligence and shall exercise his rights and responsibilities as follows, to-wit:

I. Duties.

The *Pro Se* Liaison shall be responsible for providing information, explanation, and assistance to *pro se* plaintiffs in order to facilitate their compliance with the orders of this Court, the deadlines established by this Court, and the Federal Rules of Civil Procedure.

A. The *Pro Se Liaison* shall assist *pro se* plaintiffs by explaining their options regarding the prosecution of their Actos lawsuits. The *Pro Se Liaison* shall make Orders, Forms, Fact Sheets, and any other relevant documentation of the MDL available to the *pro se* plaintiffs, and shall assist with any questions they have regarding these materials, including, in the case of wrongful death claims, guidance in obtaining and executing the necessary forms granting claimant access to the decedent's medical records.

B. The *Pro Se Liaison* shall provide to all *pro se* plaintiffs any and all pertinent information that should be disseminated upon initial contact by a *pro se* plaintiff, including all pertinent orders, docket sheet, any scheduling documentation, etc.

C. The *Pro Se Liaison* shall assist any incarcerated *pro se* prisoners with their application to proceed *IN FORMA PAUPERIS*.

D. The *Pro Se Liaison* shall maintain a current list of all *pro se* plaintiffs. The list shall include the name and contact information for each *pro se* plaintiff.

E. The *Pro Se Liaison* shall maintain a log of any and all communications with each and every *pro se* plaintiff, including the date of the communication, a description of the substance of the communication, and the proffered resolution of the problem (if any).

F. The *Pro Se Liaison* shall retain any and all written information obtained from the *pro se* plaintiffs, any and all written communications exchanged with the *pro se* plaintiffs, any and all written information provided to the *pro se* plaintiffs, and the log described in Paragraph I(E) above, until the resolution of this case (whether by adjudication, settlement or otherwise), further order of this Court, or until the *Pro Se Liaison's* services are no longer required.

E. The *Pro Se Liaison* shall provide semi-annual reports describing his compliance with the responsibilities imposed herein, submitting copies to the PSC, the Special Master, and all *pro se* plaintiffs. To the extent that the *Pro Se Liaison*, the PSC, and/or the Special Master

deem it advisable to obtain from the Court either input or any other response to the *Pro Se* Liaison's semi-annual reports, the Special Master shall inform the Court and request such assistance.

II. Authority.

A. Should the number of *pro se* plaintiffs increase substantially, the *Pro Se* Liaison shall have the authority, subject to the approval of the PSC and the Special Master, to engage additional support personnel to assist in the discharge of responsibilities set forth herein.

B. The *Pro Se* Liaison may initiate contact and communicate with the Special Master, any *pro se* plaintiff, or counsel for any plaintiff, as the *Pro Se* Liaison deems appropriate, with respect to the efficient administration and management of this MDL. To the extent possible, such communication shall not involve the substance or merits of any given lawsuit.

C. The *Pro Se* Liaison shall not have authority to:

- (a) Issue binding decisions; or
- (b) Issue extensions of time with respect to any court-imposed (or Special Master-imposed) deadline.

III. Miscellaneous.

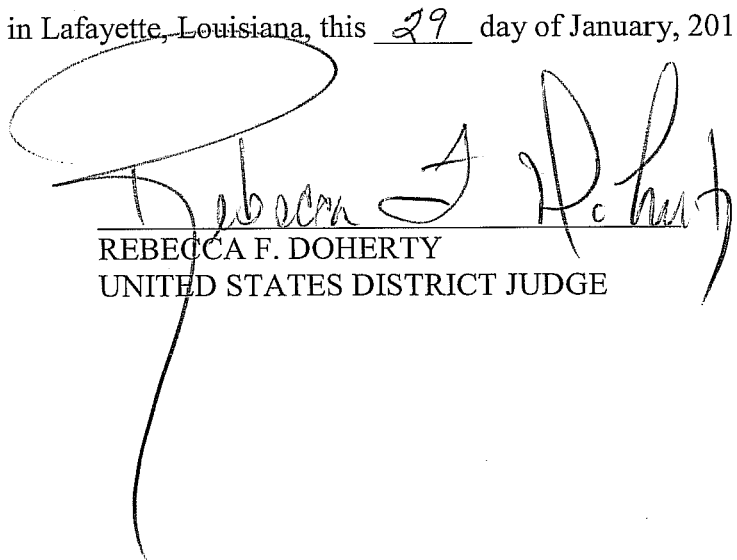
A. **Length of Appointment.** The *Pro Se* Liaison shall serve until such time as he resigns or the PSC, subject to approval by the Special Master, and if necessary this Court, determines that the services of the *Pro Se* Liaison are no longer needed for the efficient management of *pro se* litigants.

B. **Privilege.** The *Pro Se* Liaison does not represent the *pro se* plaintiffs but shall act only as liaison with the Court. Information received by the *Pro Se* Liaison from *pro se* plaintiffs shall be deemed confidential.

C. Contact. Should the *Pro Se* Liaison have questions regarding the administration or management of this case, or should questions arise concerning his assistance to the *pro se* plaintiffs, the *Pro Se* Liaison shall contact the Plaintiffs' Co-Lead Counsel in the first instance. If further input is required, the *Pro Se* Liaison (and/or PSC), shall contact the Special Master.

D. Compensation. As the *Pro Se* Liaison will be providing services to this Court by assisting in the management of these proceedings, the *Pro Se* Liaison and his associates shall be compensated from the Common Benefit Fund as part and parcel of compensation to be provided to Participating Counsel at the conclusion of this case.

THUS DONE AND SIGNED in Lafayette, Louisiana, this 29 day of January, 2013.



REBECCA F. DOHERTY
UNITED STATES DISTRICT JUDGE