BEFORE THE JUDICIAL PANEL
ON MULTIDISTRICT LITIGATION

IN RE: MIRENA® IUD PRODUCTS LIABILTIY LITIGATION	)))	MDL Docket No.: 2434

BAYER HEALTHCARE PHARMACEUTICALS, INC.'S
OPPOSITION TO PLAINTIFFS BARNETT & CRAWFORD'S
MOTION FOR TRANSFER OF ACTIONS PURSUANT TO 28 U.S.C. § 1407

Defendant, Bayer Healthcare Pharmaceuticals, Inc. ("Bayer"), files this Opposition to Plaintiffs Stephanie Barnett and Kevin Crawford's Motion for Transfer of Actions to the Northern District of Ohio, Eastern Division and for Coordination or Consolidation of All Pretrial Proceedings Pursuant to 28 U.S.C. § 1407.

SUMMARY OF THE ARGUMENT

An MDL is not necessary here and will only prejudice Bayer. Specifically, Bayer has been preparing to try the *Baugh* case. *Baugh* has been on file for two years. It was set to be tried in May 2013. But the case was stayed on February 5, 2013 pending this Panel's decision on an MDL. Bayer has spent significant time and money to defend the case. It produced over 1.7 million pages of relevant documents and presented numerous company witnesses for deposition. Bayer did so because it wants to vindicate its highly effective and currently marketed product as soon as possible. But instead, it now faces the possibility of starting over with an MDL that would largely duplicate the time-consuming discovery process that Bayer was able to successfully coordinate with Plaintiffs' counsel in *Baugh*. Thus, an indefinite stay from the creation of an MDL would severely prejudice Bayer and is not "just" under 28 U.S.C. § 1407.

In addition, the creation of an MDL has and will continue to encourage the filing of marginal Mirena® claims—again to Bayer's prejudice. Only after Movants filed this Motion has there been any significant number of federal Mirena® lawsuits. Some of these new cases do not plead even the most basic facts. Bayer's response, of course, has been to file motions to dismiss. But the creation of an MDL would risk impeding that effort by potentially delaying rulings on those motions.

Not only will Bayer be prejudiced by the creation of an MDL, but these cases do not even meet the basic requirements necessary to justify an MDL. Section 1407(a) authorizes the creation of an MDL only when the actions involve complex common questions of fact. *See* MANUAL FOR COMPLEX LITIGATION § 22.33 (4th ed. 2004). Movants claim that the alleged injury—uterine perforation—is a common issue. It is not. Only six of the eight cases involve that injury—*Gonzalez* and *Williams* do not. In any event, common issues regarding the failure to warn about perforation are simple and fail to rise to the level of complexity that would support an MDL. For example, Bayer warned of the risk of perforation, and thus there is no need for extensive discovery about Bayer's knowledge of the risk. And Bayer has already voluntarily coordinated whatever discovery is needed about these common issues, as they were present in *Baugh*.

Moreover, transfers must be "*for the convenience of parties and witnesses*" and they must promote the "*just and efficient* conduct of such actions." *Id*. (emphasis added). Discovery regarding the plaintiff-specific individual issues in a perforation case will likely overwhelm any alleged common issues. The parties will need discovery about (1) the nature and timing of the injury, (2) the prescriber's knowledge of the risk, and (3) whether a different warning would

have changed the prescriber's decision to prescribe Mirena®. Consolidation will not make this discovery any more convenient or efficient.

Bayer thus respectfully suggests that the most just, convenient, and efficient outcome is to deny the Motion for Transfer.

FACTUAL BACKGROUND

Mirena® is an FDA-approved intrauterine contraceptive system. It is a product that can only be obtained via prescription from a qualified health care provider. The FDA approved Mirena® and its accompanying warnings in December 2000, and it has been continuously available on the market since 2001. There has been no withdrawal or recall of Mirena® in the U.S. or anywhere in the world, nor has the FDA mandated any change in the product's labeling.

There were a total of eight federal Mirena® lawsuits pending when Movants filed their Motion to Transfer. Movants assert that these cases involve "spontaneous migration"—which they have not defined—and perforation. For two of the lawsuits, however, that is not the case: the *Gonzalez* case involves a claim that Mirena® caused lupus (an autoimmune disease), and the *Williams* case involves an alleged "tubal migration" with no claim of perforation. Compls., attached to Movants' Mot. The remaining six cases allege that the Mirena® perforated the plaintiff's uterus and caused a variety of injuries presumably related to the perforation, such as hysterectomy, pelvic inflammatory disease, acute pylenephritis, nonviable uterine pregnancy, oophorectomy (removal of the ovary), and fear of infertility. *Id.*

Unlike other MDLs in which the manufacturer has failed to warn about the alleged risk, the Mirena® label has included a warning about the risk of perforation since the product was marketed. The original FDA-approved label states:

> **7. Perforation**
>
> An IUD may perforate the uterus or cervix, most often during insertion although the perforation may not be detected until some time later. If perforation occurs, the IUD must be removed and surgery may be required. Adhesions, peritonitis, intestinal perforations, intestinal obstruction, abscesses and erosion of adjacent viscera have been reported with IUDs.
>
> It is recommended that postpartum **MIRENA®** insertion be delayed until uterine involution is complete to decrease perforation risk. There is an increased risk of perforation in women who are lactating. Inserting **MIRENA®** immediately after first trimester abortion is not known to increase the risk of perforation, but insertion after second trimester abortion should be delayed until uterine involution is complete.

December 2000 Mirena® Label, attached as Ex. A, at 8 (emphasis by underlining added).

Among the six perforation cases, *Baugh* is over two years old and *Osborne* is more than one year old. There has been extensive discovery in both. In *Baugh*, trial was scheduled for May 2013. Discovery is virtually complete. In *Baugh*, Bayer has:

1) Agreed to and had a confidentiality order entered;

2) Agreed to and produced documents pursuant to an e-discovery protocol;

3) Worked with Plaintiffs' counsel for over a year to determine what documents and custodians are most relevant in a Mirena® "spontaneous migration" and perforation case;

4) Produced over 1.7 million pages after reviewing over 5 million; and

5) Produced company witnesses, as requested by Plaintiffs, for deposition.

In addition, Bayer has deposed Plaintiff, her husband, and six of her treating physicians. As a result of information gathered in these depositions, Bayer has filed two Motions for Summary Judgment that are fully briefed. Both motions could dispose of the entire case.

Osborne is in a similar position. It was filed on October 20, 2011 by the same counsel. Bayer made the same document productions in *Osborne* that it did in *Baugh*, under the same

confidentiality agreement, and using the same protocol. Fact discovery closes March 29, 2013 and expert discovery is scheduled for the following two months. Dispositive motions, including *Daubert* motions, are due by July 26, 2013.

Bayer offered the same documents it produced in *Baugh* to Movants' counsel once Movants' counsel signed a protective order. *See* E-mail from Ms. Chmielewski to Ms. Stevenson (Jan. 14, 2013), attached as Ex. B. Two days after the offer, Movants petitioned this Panel for the creation of an MDL.

ARGUMENT

The Movants have the burden of proof on each element of Section 1407—including the overall "burden of demonstrating that transfer will further the purposes of Section 1407." *In re G.D. Searle & Co. "Copper 7" IUD Prods. Liab. Litig.*, 483 F. Supp. 1343, 1345 (J.P.M.L. 1980); *In re American-Manufactured Drywall Prods. Liab. Litig.*, 716 F. Supp. 2d 1367, 1368 (J.P.M.L. 2010). Movants do not meet their burden. In particular, they cannot show that transfer and consolidation would be "just." 28 U.S.C. § 1407.

I. An MDL Would Severely Prejudice Bayer.

The creation of an MDL would not be just because it would delay Bayer's ability to defend its product, both at trial and otherwise, and would potentially encourage lawsuits that may not otherwise have been filed.

A. An MDL Would Delay Bayer's Defense of Mirena®.

Baugh, after two years of preparation, was set for trial in May 2013. The creation of an MDL would delay the *Baugh* trial indefinitely. After expending significant amounts of time and money, Bayer wants the trial in *Baugh* to go forward now—to defend its product and to prove to a jury the adequacy of its FDA-approved warnings. A prompt trial date in *Baugh* is important

because, as the lead trial, it would set the tone for any remaining lawsuits, sharpen the issues going forward, and provide guidance as to the viability of similar claims. Yet these benefits will be lost if an MDL is created. An MDL would deny Bayer the ability to defend its product in the near future and effectively force it to begin the entire process anew.

The creation of an MDL would also strip Bayer of the ability to defend itself in other ways as well. For example, it hinders Bayer's ability to prosecute its two, fully-briefed motions for summary judgment in *Baugh* as well as motions to dismiss in the potential tag-along cases. As discussed below, several of the tag-along cases are so poorly pleaded that they are ripe for challenge by 12(b)(6) motions. It is unfair and prejudicial to Bayer to postpone rulings on these motions where they have the potential to dispose of *Baugh* and drastically narrow the issues and claims in other cases. *Cf.* MANUAL FOR COMPLEX LITIGATION § 20.131, at 220–21 (4th ed. 2004) (motions to dismiss are "particularly appropriate for resolution before the Panel acts on the motion to transfer").

B. An MDL Would Prejudice Bayer by Encouraging the Filing of Marginal Lawsuits.

In addition, there is a significant risk to Bayer that the creation of an MDL might attract questionable lawsuits that might not otherwise have been filed. *See, e.g.*, Roger D. Blair & Christine A. Piette, *Coupons and Settlements in Antitrust Class Actions*, 20 ANTITRUST ABA 32, 36 (2005) (recognizing that MDL coordination can "increase the attractiveness of filing suit," thereby leading to "more suits [being] filed"); Thomas E. Willging, *Beyond Mass Torts: Mass Tort Case Management in the Manual for Complex Litigation*, 148 U. PA. L. REV. 2225, 2256 (2000) ("Consolidations [under the MDL statute] may . . . encourage attorneys and potential claimants to come forward with new claims.").

Needless to say, this development would prejudice Bayer. The creation of an MDL would potentially make it easy for Plaintiffs' counsel to overlook the flaws in any individual case, leading to the filing of cases that they would not have filed, but for the existence of an MDL. This could inundate a defendant with hundreds or thousands of cases, thereby forcing settlement for business rather than legal reasons.

The evidence suggests that this is already occurring. Movants indicate in their Motion, and other Plaintiffs' attorneys have stated in multiple conversations over the last year, that there are "hundreds" of cases waiting to be filed. Yet only eight had been filed in federal court at the time Movants filed their Motion. The strong implication from the delay in filing these lawsuits is that they are flawed. Several potential tag-along cases raise this very issue. For example, in *Prendergast v. Bayer*, Plaintiffs assert only the following case-specific facts:

> Paragraph 31. Plaintiff's physician inserted Mirena in Plaintiff.
>
> Paragraph 32. Through no fault of her own, Plaintiff had complications as a result of the Mirena IUD including but not limited to surgical removal.

Prendergast Compl. at ¶¶ 31–32, attached as Ex. C. No dates are provided on when the Mirena® was inserted or removed, which might reveal a statute of limitations issue. *Id.* No information is revealed on the nature of her complications—whether it was embedment, perforation, pain, or bleeding. *Id.* There is nothing to elaborate on her claim. This type of bare bones pleading does not pass muster under *Twombly* and *Iqbal* and raises suspicions about the validity of the claim. *Bell Atl. Corp. v. Twombly*, 550 U.S. 544 (2007); *Ashcroft v. Iqbal*, 556 U.S. 662 (2009). These types of claims should not be the basis for the creation of an MDL.

Any mechanism that encourages the filing of marginal lawsuits would not be just—nor would it be consistent with the purpose of an MDL. *See generally* 28 U.S.C. § 1407; *see also*

Delaventura v. Columbia Acorn Trust, 417 F. Supp. 2d 147, 149 n.3 (D. Mass. 2003) (noting scholars' concern that in the "rush to file cases, baseless claims" end up in the MDL); *cf.* Slip Op. at 12-14, *In re Digitek Prods. Liab. Litig.*, No. 2:08-md-01968, (S.D. W. Va. Aug. 26, 2009), ECF No. 194 (acknowledging that defendants had raised "serious concerns" about whether plaintiff's counsel investigated the merits of individual lawsuits pending in an MDL).

II. An MDL Would Not Promote Efficient Handling of These Cases.

In addition to being prejudicial to Bayer, the creation of an MDL would be inconsistent with the terms of Section 1407. An analysis of both (1) the purported common issues and (2) the individualized issues involved in the Mirena® cases demonstrates that an MDL would not promote "the convenience of parties and witnesses" nor the "efficient conduct of such actions." 28 U.S.C. § 1407.

A. An MDL Is Inappropriate Because Any Common Issues Are Simple and Have Already Been the Subject of Extensive Discovery.

To justify an MDL, there must be "one or more common questions of fact." 28 U.S.C. § 1407(a). Moreover, the "common questions of fact *must be complex*." *See* MANUAL FOR COMPLEX LITIGATION § 22.33 (4th ed. 2004). Here, any common issues of fact are simple and straightforward, and do not warrant creating an MDL. *In re OxyContin Prods. Liab. Litig. II*, 395 F. Supp. 2d 1358, 1359 (J.P.M.L. 2005) ("Movants have failed to demonstrate that any common questions of fact and law are *sufficiently complex*, *unresolved* and/or numerous to justify Section 1407 transfer in this docket . . . " (emphasis added)).

In classic pharmaceutical mass tort cases, plaintiffs allege that the manufacturer failed to warn of a risk of injury. MDL discovery focuses on what the manufacturer knew or should have known about the risk. Here, Bayer clearly and consistently warned about the risk of perforation.

See Ex. A, December 2000 Mirena® Label, at 8. Thus, Mirena® cases are different than those like *In re Vioxx Prods. Liab. Litig.*, where open questions about the manufacturer's knowledge were key to the decision to centralize. *See* 360 F. Supp. 2d 1352, 1353-54 (J.P.M.L. 2005) ("All actions focus on alleged increased health risks … [of] taking Vioxx, an anti-inflammatory drug, and whether Merck knew of these increased risks and failed to disclose them to the medical community and consumers."); *see also*, *e.g.*, *In re Fosamax Prods. Liab. Litig.*, 444 F. Supp. 2d 1347, 1348-49 (J.P.M.L. 2006) ("[T]hese actions present complex common factual questions concerning, among other things, 1) the development, testing, manufacturing and marketing of Fosamax, and 2) Merck's knowledge concerning the drug's alleged adverse effects, in particular, osteonecrosis of the jaw.").

Movants point to purported inadequacies in Bayer's warnings as the alleged common issue. Specifically, they argue that "Mirena's label does not warn about spontaneous migration of the IUD, but only that migration may occur if the uterus is ***perforated*** during insertion." *See* Movants' Mot. at 3 (emphasis added). Movants, however, failed to explain how discovery on this subject would be complex, especially when this topic has already been the subject of extensive discovery in *Baugh*. In fact, this issue is straightforward, as Bayer provided explicit warnings about perforation—the ultimate alleged injury. *See*, *e.g.*, Ex. A, December 2000 Mirena® Label at 8 (quoted above). Indeed, Movants are most adamantly debating the fact that (at FDA's direction) Bayer later removed two words from the above-quoted warnings—"most

often."[1] Ultimately, that debate is a tempest in a teapot, and it is not a sufficient common issue to justify the creation of an MDL.[2]

Further, extensive discovery has already been conducted on these very issues, as they are present in *Baugh*. In that case, Bayer worked with Plaintiffs' counsel to identify relevant issues for a "spontaneous migration" and perforation case. It then produced the relevant custodial files of key people in its regulatory, drug safety, medical affairs, marketing, and sales departments on the issues. Moreover, Plaintiffs have already deposed the custodians from regulatory, drug safety, and medical affairs. Thus, an MDL is not necessary to coordinate discovery on these common issues. To the contrary, discovery in an MDL would be duplicative and contrary to the purpose of an MDL, and is unnecessary as Bayer stands ready to share the same documents and deposition transcripts with any counsel asserting a claim for perforation, if they are willing to sign the relevant confidentiality agreement.

B. Individual Fact Issues Will Overwhelm Any Common Issues.

An MDL is also not appropriate if individual issues of fact predominate. *See In re £Mortgage Lender Force-Placed Ins. Litig.*, MDL No. 2388, 2012 WL 4479578, at *1 (J.P.M.L. Sept. 28, 2012). This is especially true if "[u]nique issues . . . appear likely to overwhelm any common factual issues." *In re Bank of N.Y.*, 716 F. Supp. 2d 1361, 1362 (J.P.M.L. 2010). That is the case here.

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1 While Movants did not define "spontaneous migration" in their Motion, Plaintiffs in Baugh have defined "spontaneous migration" as perforation of the uterus after insertion. Bayer's pre-2008 label specifically addressed the possibility of perforation after insertion. That language was later removed from the label based upon FDA direction. July 2008 Mirena® Label, attached as Ex. D.

2 Most of the Plaintiffs' Complaints also reference one of Bayer's specific advertising efforts—the Simple Styles advertising program. Compls., attached to Movants' Mot. However, only 83 woman viewed this short-lived campaign. Not a single Plaintiff ever suggests that she actually saw the advertising, much less relied on it. These allegations are thus patently irrelevant.

1. The Parties Will Need to Conduct Extensive Discovery of Each Prescribing Physician.

The central claim in these cases is a failure to warn, and the key issue to resolving that claim is whether the allegedly defective warning led to each Plaintiff's injury. To answer that question, the parties will have to determine whether a different warning would have changed each individual healthcare provider's decision to prescribe. Thus, these cases will require the deposition of each prescriber to establish his or her knowledge of Bayer's warnings, knowledge of the risk of perforation associated with IUDs and Mirena®, and knowledge of alternative products and their risks.

These "warning causation" issues do not stop at the doctor. They also turn on each Plaintiff's unique medical history and her need for this particular prescription. *See*, *e.g.*, *Odom v. G.D. Searle & Co.*, 979 F.2d 1001, 1003 (4th Cir. 1992) ("The burden remains on the plaintiff to demonstrate that the additional non-disclosed risk was sufficiently high that it would have changed the treating physician's decision to prescribe the product for the plaintiff.") (citations omitted) (applying South Carolina law).

Ultimately, regardless of this Panel's decision, Bayer will still need to:

- Gather each Plaintiff's medical, employment, and education records;
- Depose relevant physicians;
- Depose each case-specific medical expert;
- Depose each Plaintiff; and
- Depose any loss-of-consortium spouses.

Indeed, it is precisely because of individual issues like these that it has been recognized in other contexts that individual issues ordinarily predominate in pharmaceutical product liability

lawsuits. *See*, *e.g.*, *Hasman v. G.D. Searle & Co.*, 106 F.R.D. 459, 461 (E.D. Mich. June 18, 1985) ("[T]he Ninth Circuit has ruled that individual issues predominate *in intrauterine device product liability cases*.") (emphasis added) (citing *In re N. Dist. of Cal., Dalkon Shield*, 693 F.2d 847 (9th Cir. 1982)).

2. Even Movants' Alleged Common Issues Require Individualized Discovery.

The thrust of Movants' alleged common issues relates to whether "spontaneous migration" of Mirena® is possible and whether it potentially leads to perforation of the uterus. On its face, however, this claim requires complicated individualized discovery to determine whether each Plaintiff's alleged perforation occurred during the placement of Mirena®—but was undetected—or whether Mirena® "spontaneously migrated" at some later point in time, as Plaintiffs contend. Movants make no mention of this essential individualized discovery but instead incorrectly treat "spontaneous migration" as a common issue when it is plainly dependent on extensive case-specific discovery from Plaintiffs' treating doctors.[3]

3. Plaintiffs Assert Unique Injuries That Will Require Individualized Discovery.

Although six Plaintiffs claim perforation, there are many disparate conditions that allegedly flow from the perforation in these six individuals—hysterectomy, pelvic inflammatory disease, acute pylenephritis, nonviable uterine pregnancy, oophorectomy (removal of the ovary), and fear of infertility. Compls., attached to Movants' Mot. In addition, as explained earlier, two

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[3] Plaintiffs will presumably point to a possible time lag between the placement of Mirena® and their symptoms as evidence that their injuries were due to "spontaneous migration." Needless to say, this evidence is not conclusive and is just the beginning of the individualized discovery that will be necessary to determine whether "spontaneous migration" did occur. *See* Ex. A, December 2000 Mirena® Label at 8 (warning of the risk of delays in detecting perforation).

of the Plaintiffs' claims do not involve perforation at all.[4] *Id.* Thus, far from being a point of commonality, Plaintiffs' injuries powerfully demonstrate how individualized these cases are. These different injuries implicate a multitude of individualized causation questions that the parties will need to explore in discovery.

Movants rely on a single opinion from this Panel as their sole example that it is appropriate to consolidate "cases involving personal injuries stemming from plaintiffs' use of a defendant's product." Movants' Mot. at 5 (citing *In re Oral Sodium Phosphate Solution-Based Prods. Liab. Litig.*, 629 F. Supp. 2d 1352 (J.P.M.L. 2009)). That case could not be more different from the ones here, however, because all of the plaintiffs in that case alleged just a *single* injury: that the "high doses of OSPS products could lead to acute phosphate nephropathy, a type of kidney injury." *Id*. at 1353.

III. Voluntary Coordination of Pre-Trial Discovery Is Ongoing and Obviates the Need for Consolidation.

Bayer has already shown that it is fully capable in these cases of coordinating pre-trial discovery with Plaintiffs' counsel in different courts without an MDL. As the Panel has recognized before, "[t]he parties can avail themselves of alternatives to transfer under Section 1407 to achieve efficiencies in the pretrial proceedings." *American-Manufactured Drywall Prods.*, 716 F. Supp. 2d at 1368; *see also In re Eli Lilly & Co. (Cephalexin Monohydrate) Patent Litig.*, 446 F. Supp. 242, 244 (J.P.M.L. 1978) (noting that "suitable alternatives to Section 1407 transfer are available in order to minimize the possibility of duplicative discovery").

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[4] Some potential tag-along cases assert claims unrelated to perforation, including claims for ectopic pregnancy, intrauterine pregnancy, and embedment. Other potential tag-along cases include claims so vaguely pleaded that it is impossible to determine if they involve perforation. *See*, *e.g.*, Ex. C, Prendergast Compl. ¶ 32 ("Plaintiff had complications as a result of the Mirena IUD including but not limited to surgical removal.").

Bayer has already worked with multiple Plaintiffs' counsel in different cases in both federal and state courts. It has entered into confidentiality agreements,[5] produced documents pursuant to the same e-discovery protocol, and produced company witnesses for deposition. In coordinating this discovery, Bayer has offered to make documents available to any Plaintiffs' counsel who will sign a confidentiality agreement, including Movants' counsel. It has also cross-noticed the depositions of the company witnesses and offered to cross-notice in more cases, if the Plaintiffs' attorneys were interested in attending or participating in the depositions.

This voluntary coordination is efficient and has successfully avoided duplicative discovery. Bayer expects this success to continue because it has been undertaking this coordination with one of the leading Plaintiffs' firms in these cases.[6] As a result, an MDL is unnecessary to coordinate discovery.

IV. The New Jersey Action Does Not Support Consolidation.

Although Movants repeatedly assert that Bayer sought consolidation of state court cases pending in New Jersey (Movants' Motion at 2, 5), Movants fail to describe the unique situation in New Jersey that prompted Bayer's Motion. The New Jersey Mirena® cases are all at the early stage of litigation with no dispositive motions pending and no trial settings. They are also all pending in one county. The courthouse there is not one of the New Jersey county courts designated by the state supreme court to handle mass tort litigation. It does not have the additional staff and equipment found in the New Jersey courthouses that handle such dockets.

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5 Bayer has successfully reached agreement on the confidentiality order with other counsel representing state court plaintiffs, including Parker Waichman (in New Jersey state court cases) and Law Offices of Sybil Shainwald (in two New York state court cases).

6 Specifically, Bayer has worked with Motley Rice, Plaintiffs' counsel in *Baugh* and *Osborne*.

See Multicounty Litigation Center, NEW JERSEY COURTS, http://www.judiciary.state.nj.us/mass-tort/index.htm.

That is a dramatic contrast to this situation, where every federal court with one or a few Mirena® cases pending before it is fully capable of handling those cases. There is no present concern that any of the individual federal courthouses could not handle their Mirena® cases. Thus, Bayer's concerns about the New Jersey lawsuits are not present here, and Bayer should not be estopped from raising the issues it now raises to the Panel.

CONCLUSION

In light of Movants' failure to demonstrate that consolidation "will be for the convenience of parties and witnesses and will promote the just and efficient conduct of such actions" as required by 28 U.S.C. § 1407, Bayer respectfully asks the Panel to deny Movants' Motion for Transfer of Actions to the Northern District of Ohio, Eastern Division and for Coordination or Consolidation of all Pretrial Proceedings Pursuant to 28 U.S.C. § 1407.

Respectfully submitted,

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***Sweet v. Bayer Healthcare Pharmaceuticals, Inc.* (W.D. Ky., Case No. 3:12-cv-00839)**
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Dominie v. Bayer Corporation, et al. **(E.D. Pa., Case No. 3:12-cv-00518)**
Prendergast v. Bayer Healthcare Pharmaceuticals, Inc., et al. **(E.D. Pa., Case No. 2:13-cv-00450)**
Shipp v. Bayer Corporation, et al. **(E.D. Pa., Case No. 2:13-cv-00520)**
Smith v. Bayer Healthcare LLC, et al. **(E.D. Pa., Case No. 3:12-00519)**
Goss v. Bayer Healthcare Pharmaceuticals, Inc., et al. **(D. Minn., Case No. 0:13-cv-00207-SRN-LIB))**
Montano-Padilla v. Bayer Healthcare Pharmaceuticals, Inc. et al. **(C.D. Cal., Case No. EDCV13-00227 TJH (SPx))**

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